



**SOUTH BEACH**

# STUDENT HANDBOOK

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# INTRODUCTION

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## WELCOME

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Welcome and thank you for allowing NYFA to provide you an education in the art and craft of visual storytelling. I admire each of you for courageously taking the road less traveled—for pursuing a dream - to express your creativity, hone your technical and performance skills, and potentially launch a career in the film, performance, or visual arts industries.

As Campus Dean, it is my mission to help students successfully complete their studies. I understand that to harness and actualize creative potential and work productively and effectively in and outside the classroom, students need to feel respected, healthy, engaged and socially connected. To best address these “nonacademic” needs, the Dean of Students office and NYFA support services - International Students Office, Veteran’s Affairs, Student Life, and Counseling Services- work collaboratively to provide resources and policies designed to create a sustain a learning environment that is safe and conducive to students’ professional and personal growth.

To sustain the safety of our campus, as well each student’s successful completion of the program, I urge all of you to read and abide by NYFA attendance, disciplinary, and institutional policies. These policies, varied in scope, are designed to maintain campus safety, embrace diversity, uphold values of academic and creative integrity, and promote student well being and success.

I am eager to meet you and I will do my best to help you thrive at NYFA! I can be contacted by email at [maylen.dominquez@nyfa.edu](mailto:maylen.dominquez@nyfa.edu), or in my office at 420 Lincoln Road, Suite 200.



Maylen Dominquez  
Campus Dean

## HISTORY

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The New York Film Academy was founded in 1992 in the belief that a top-quality education in filmmaking should be accessible to anyone with the drive and ambition to make films. The school opened at Robert De Niro’s Tribeca Film Center in New York City, and has expanded worldwide to include campuses in New York; Los Angeles; South Beach, Miami; and Gold Coast, Australia.

## MISSION

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Through its educational programs, NYFA propagates visual literacy and visual storytelling through hands-on intensive learning. It seeks to make visual storytelling education accessible to the most diverse, international, and broadest possible spectrum of students, and to hone the skills of future professionals so that they may one day serve the visual storytelling arts as industry leaders.

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## STATEMENT OF PURPOSE

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The New York Film Academy seeks to promote and advance the art of Visual Storytelling (Film and related media, including staged performance) as a transformational and ennobling vehicle for both the creator and audience, and providing a profound impact on individuals, communities and global society.

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## VISION/CONTEXT

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Visual communication plays an increasingly vital role in our globally-connected lives. Motion picture content in its innumerable manifestations has entered virtually every aspect of daily life, work, culture, and our constructed environment. Indeed, visual communication is a fast predominant form of communication worldwide. Visual storytelling, in all its historical and evolving forms, has the unique power of allowing us to experience the life of others through the imagination and perspective of the storyteller.

The ability to effectively harness this means of expression will be ever more essential to a successful member of the creative industries. In order to serve aspiring visual storytelling artists, educators in this field should act as conservator and innovator, passing on the accrued knowledge, techniques, and methods of the art while incorporating new technology and innovations.

We believe the process of creation itself can be ennobling to the artist, and the artist's creation can have a profound impact on others. By giving the audience the chance to experience the world from the perspective of another, visual stories have the power to create empathy, bridge differences, and open new avenues of thought. Therefore, the motion

picture artist has a power and a responsibility. Those who master this form of communication will be instrumental in the development and advancement of society, and institutions that hope to educate and train visual storytellers to play an essential role in that same mission.

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## OBJECTIVES

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NYFA has set the following objectives to fulfill:

- To provide a learning environment conducive to creative thought and artistic expression, as well as hands-on collaboration.
- To help students better appreciate the art and craft of visual storytelling so that they may develop as artists and better express their personal artistic visions.
- To empower students to find and develop a creative voice.
- To teach and develop new capabilities in a students' approach to the art and craft of visual storytelling.

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## CORE VALUES

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In pursuit of its institutional mission and goals, The New York Film Academy (NYFA) adheres to the following core values. These core values inform NYFA's decision-making processes, institutional policies, and commitment of institutional resources:

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### STUDENT SUCCESS:

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As a student-centered institution, the New York Film Academy recognizes that the success of its students is inseparable from and synonymous with the success of the college itself. The New York Film Academy strives for

its students' success as learners, professionals, and global citizens.

### INTEGRITY:

The New York Film Academy expects its students, faculty, staff and administration to act with integrity, honesty, and the highest ethical standards.

### EXCELLENCE:

In every area, at every level, and among all stakeholders, the New York Film Academy strives for excellence. The institution sees as its main function to create an intellectual, physical, and social environment that promotes and supports excellence among its stakeholders and the community at large.

### GLOBAL REACH:

In an increasingly interconnected global society, The New York Film Academy (NYFA) is committed to graduating global citizens with the communication, collaboration, and critical skills necessary to address issues facing our modern world. To this end, NYFA seeks to offer programming to the widest possible array of global populations, with a physical presence in as many locations as possible, while continuing to deliver visual storytelling education of the highest quality.

### BOARD OF DIRECTORS

Kristi Nelson ( <i>Chair</i> )	Michael Young
Jean Sherlock	Dan Cogan
Matthew Modine	Clay Tarvar
Avy Eschenasy	Denise Mullen
Cheng Davis	
Oscar Bleetstein	
Jeffery Haber	
Paul Kelly	

## LICENSING AND APPROVALS

The New York Film Academy is a private postsecondary institution, also accredited by the National Association of Schools of Art and Design (NASAD).

New York Film Academy is accredited by the WASC Senior College and University Commission (WSCUC).

Address:  
985 Atlantic Avenue, Suite 100, Alameda,  
CA 94501

Telephone:  
510.748.9001.

As of this catalog's publication, the New York Film Academy South Beach is licensed by the Florida Commission of Independent Education to operate under a provisional license in the state of Florida. Under Provisional Licensure, the institution may advertise, recruit students, accept fees and tuition from or on behalf of students, and hold classes, but may not actually award a degree or a credential requiring one year or more to earn.

Additional information regarding this institution may be obtained by contacting the Commission at:

325 West Gaines Street  
Suite 1414  
Tallahassee, Florida 32399

Telephone & Fax:  
888-224-6684 (toll-free) or 850-245-3200 or  
by fax 850-245-3234



The New York Film Academy (NYFA) is a private postsecondary institution, also accredited by the National Association of Schools of Art and Design (NASAD).

As of this handbook's publication, The New York Film Academy does not have a pending petition in bankruptcy, is not operating as a debtor in possession, has not filed a petition within the preceding five years, and does not have a petition in bankruptcy filed against it within the preceding five years that resulted in reorganization under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. Sec. 1101 et seq.)

This institution is approved by the United States Citizenship and Immigration Services, a Bureau of the Department of Homeland Security (formerly the United States Department of Justice, Immigration and Naturalization) for attendance by non-immigrant students.

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## STUDENT INTERACTION

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Intra and inter-departmental interaction between students is a vital component of the collaborative experience fostered by The New York Film Academy (NYFA) education. Assigned studio and lab work is often collaborative in nature (as are in-class critiques of student work), but additional interaction is encouraged and supported by the NYFA outside of the framework of the curriculum. All students from all departments are encouraged to attend the final screenings and live performances.

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## NOTE ABOUT OUR SCHOOL

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Consistent with the mission and educational objectives of The New York Film Academy

(NYFA), programs and workshops at NYFA aim to develop each student's artistic and creative potential in the art of visual storytelling. In each workshop and program, students are exposed to a particular aspect of visual storytelling, and each is means by which a student may express his or her personal artistic visions. The school makes no promise that any of its workshops will result in employment or in a career in any particular area related to their field of study. NYFA's main goal is to enrich its students as visual storytellers by helping them to realize their personal artistic visions, as stated in the mission statement. The fact that some of our graduates may go on to become successful in their chosen industry means that they accomplished this on their own, due to their own talent, hard work, and persistence.

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## ABOUT THE STUDENT HANDBOOK

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### DISCLOSURE STATEMENT

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The student should be aware that information in this handbook is subject to change. It is recommended that students considering enrollment check with the Campus Dean to determine if there is any change from the information provided in the handbook.

The 2020 - 2021 New York Student Handbook is the document of authority ALL students in attendance at the New York Film Academy, South Beach.

# REGISTRATION & COURSE SCHEDULES

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## REGISTRATION

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Two weeks prior to the program start-date, students are emailed registration details, including date, time and location. Registration takes place on the first day of classes for workshop programs and typically one week prior to the first day of classes for a conservatory certificate.

When students arrive to register, they receive a checklist of all the required documentation and subsequent departments they must check in with before they can be fully enrolled in their courses. If students have not paid their tuition or have not been cleared for Financial Aid, they must do so at the Bursar's Office. Students cannot register until tuition payment has cleared.

International students must bring their passport and I-20 certificate to the International Student Office and complete the International Student Registration Form and Guidelines in order to maintain F-1/M-1 status. There will be a mandatory International Student Orientation. This orientation will explain the immigration rules and regulations students must follow while in the U.S. as an F-1/M-1 student.

Lastly, students must fill out an Enrollment Agreement, and Registration Packet. The Registration Packet includes the NYFA Course Catalog, Student Handbook, FERPA release form, students' permanent address and contact information, visual/audio image release form and information regarding Learning Resources at NYFA.

All students must submit a Proof of Graduation to the Registrar's Office. After this paperwork is complete, the student's account is enrolled at the Registrar's Office. Any missing documents may result in a freeze of that student's account.

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## STUDENT ID BADGES

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Students will be issued an ID badge with their name and photograph. IDs must be worn at all times at 420 Lincoln Road, Miami Beach, FL 33139.

Students will have their photo taken during registration. If IDs are lost or stolen there is a \$20 replacement fee. To obtain a new ID, students will need to email [security@nyfa.edu](mailto:security@nyfa.edu).

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## NYFA EMAIL ACCOUNTS

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As part of the registration process, students receive a NYFA email address. This will be generated for them after they have been enrolled in their program of study. Their program chair and/or coordinator will then distribute the password and setup information. It is imperative that students use their NYFA email during their tenure at NYFA as it serves as a main method of communication for the instructors and school administrators to the students. If you have further questions or concerns, please contact [webmaster@nyfa.edu](mailto:webmaster@nyfa.edu).

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## COURSE SCHEDULES

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New York Film Academy (NYFA) classes are typically held Monday through Friday or Tuesday through Saturday (depending on your section assignment.) Classes are primarily held over four time slots, with some exceptions, Monday to Friday - 9am - 11:50am, 12:30pm - 3:20pm, 3:40pm - 6:30pm, 7:10pm - 10:00pm.

Twelve-week evening workshops meet Mondays, Tuesdays, and Thursdays from 7pm - 9:30pm and some weekends for certain programs. (*The Twelve-Week Screenwriting Program also meets some Wednesday evenings.*) Extensive studio and lab hours are generally required in evenings and on weekends.

Students receive a physical copy of their course schedule during their Orientation (the student's first day or first week at NYFA) **and/or** are emailed a copy by their program coordinators to their **NYFA emails**. Questions regarding course schedules should be directed to department chairs or coordinators.

Students can access their course schedule daily through The New York Film Academy Student Hub on the online Boards at <https://hub.nyfa.edu/boards/nyc>.

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## ENGLISH PLACEMENT ASSESSMENT TEST

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All Conservatory non-native English-speakers will take an English Language Assessment Test during their registration week even if they have submitted a TOEFL or IELTS or had a phone interview. This test is for internal use to determine the type of support the NYFA Language Lab will provide for non-native

speakers of English to get the most out of their studies.

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## NYFA STUDENT HUB

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<https://hub.nyfa.edu/>

The New York Film Academy Online Student Hub ([hub.nyfa.edu](https://hub.nyfa.edu/)) is a great resource for all students to obtain useful information ~ from their grades and invoice to school screenings and industry events. Once registered for a personal account on the student hub, students can check their final and midterm grades, view and pay their billing invoice, and check their program's daily schedules via digital boards. Registered students also have access to a wealth of knowledge and resources from the Dean of Students Office and Counseling Services. General Student Handbooks as well as more specific handbooks from each department can also be found here.

The NYFA Student Hub also acts as a virtual bulletin board. Students can find the latest NYFA news and events, a calendar of film industry events, and post or view student projects seeking talent and crews. The hub also acts as a job board for NYFA alumni.

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## REGISTERING FOR THE HUB

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To register for the NYFA Student Hub go to <https://hub.nyfa.edu> and follow these simple steps:

- Click the 'Login' tab
- Click Create new account
- Click 'New Student/Alumni Account'
- A registration form will appear. **Be sure to fill out all required fields.** You are required to use your **nyfa.edu email** to register for the Student Hub. Make sure all the information is accurate! If you would like to make your profile visible to

registered users and searchable in the Student Hub directory, please check 'Public Profile.'

- Please be sure to read and accept the Terms & Conditions of Use! Check 'Accept Terms & Conditions of Use'
- Click red 'CREATE NEW ACCOUNT' button.

### VIEW YOUR GRADES ON THE HUB

Registered current students have access to their midterm and final grades on the NYFA Student Hub. Please follow the following steps to view your grades:

- Click the 'Login' tab
- Click the 'My Grades' option on the drop down menu
- Select the appropriate semester for the grades you wish to view and click 'Submit.' Please note that not all semesters are available for viewing
- Grades from the selected semester will now appear on the screen. Please remember that a grade of "IP" stands for "In Progress."

### VIEW AND PAY YOUR INVOICE USING THE HUB

Registered current conservatory students have access to view and pay their invoices (via credit card) on the NYFA Student Hub. Please follow the following steps to view your grades:

- Click the 'Login' tab
- Click the 'Billing Invoice' option on the drop down menu
- Select the appropriate semester for the invoice you wish to view and click 'Submit.' Please note that not all semesters are available for viewing
- Your invoice for the selected semester will now appear on the screen.

- You may pay your invoice via credit card using the following steps. **\*\*\*Please note a convenience fee of 3.10% will be added if you are paying with American Express. A convenience fee of 2.65% will be added if you are paying with any other credit card.\*\*\***

- Click on the "Pay Invoice" button at the top of the invoice. If this button does not appear for you when you view your invoice, no payment is required.
- The full amount from the billing invoice will appear under 'Payment Amount.' If you would like to only make a partial payment, you may change the payment amount under 'Payment Amount.'
- Click 'Proceed to Payment.'
- Fill out your billing information and credit card information
- Click 'Submit Payment' after you have entered the billing and credit card information and ensured all the information is correct. This will now submit your payment to the Bursar for processing. Please allow 3-4 business days for your payment to be successfully processed.

### VIEWING YOUR CLASS SCHEDULE ON THE DIGITAL BOARDS

To view your daily class schedule on the NYFA Student Hub, please follow the following:

- Click the 'Boards' tab
- Click the 'New York' option on the drop down menu
- Select your program with the appropriate date to view the class schedule you need

# CAMPUS POLICIES

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## DRESS CODE

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Students must dress appropriately at all times. No offensive, revealing or immodest clothing will be tolerated. Shirt and shoes are required inside all NYFA buildings.

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## SMOKING

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Smoking is prohibited within 20 feet of entrances of 420 Lincoln Rd.

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## NEIGHBORS

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Students should always respect their surrounding space, both in class and between classes, as the New York Film Academy is a professional and academic environment. Students should refrain from rehearsing in the hallways and should be respectful of neighboring offices and establishments. Under no circumstance should students disrupt or enter neighboring offices and attempt to solicit work or internships. If students are holding casting sessions on campus or inviting non-NYFA actors to their shoots, they must acquire the appropriate permission, and bear the responsibility of those guests. NYFA students represent the school on campus and at any NYFA functions, including production workshops, and will face disciplinary action if they fail to adhere to the Code of Conduct.

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## BIKES & SKATEBOARDS

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Bikes and skateboards are not allowed to be ridden in any NYFA buildings.

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## PETS & ANIMALS

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Pets and animals are not allowed on NYFA premises. Exceptions will be made for service animals.

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## CELL PHONE POLICY

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The use of cell phones/smart phones/iPads/tablets is expressly forbidden, unless used for research or other class-related work, under the direct supervision of the instructor.

Phones, etc, should be turned off and kept out of sight during class. The first violation will result in a warning. Second and subsequent violations of cell phone policy will result in immediate expulsion from class. The student will be marked absent for the day. The absentee policy will be applied as outlined above.

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## PERSONAL BELONGINGS

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Students are not to leave any belongings unattended in classrooms or on campus. NYFA cannot be held responsible for personal belongings that are lost or stolen.

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## ROOM BOOKINGS

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Please remember the following when booking and using rooms for casting, rehearsals, or shoots:

If you are conducting a casting session, please make sure your sign is clearly printed with the

following information:

- Name of project
- Name of room being used
- Dates and times
- Name of the director of the project
- Phone number someone can be reached at with any questions.

**This sign can only be hung on the door of the room being used.** Please also provide this information to the front desk. When your project is done for the day, please make sure to remove the sign.

1. If you are conducting a casting session, you need to have one person in your group who will act as a greeter for the **entire casting. If you do not have a greeter, you will not be checked into the room.**
2. You may only remove furniture from any rooms with permission from a staff member at the front desk.
3. Please be respectful of your fellow students, faculty, and New York Film Academy staff members while using the rooms. Although you are using one room, students and faculty may have a class in the room next door.
4. You are responsible for **all parties** involved with the use of the room. Please make sure all parties know the locations of smoking areas. Heavy fines may be incurred by the fire marshal if someone is smoking in a non-smoking area. Please make sure you and all parties are respectful of our neighbors in any of our buildings.
5. Only the student who has placed the deposit can book the room. Your ID will be checked both when the room is booked and when you are checking in and out of

the room. **NO EXCEPTIONS.**

6. Remember to send your room request to Jordi Valdes at [Jordi.Valdes@nyfa.edu](mailto:Jordi.Valdes@nyfa.edu) at least 2 week in advance.

You will only be able to receive your deposit back if you have your Room Booking Check In/Out form completely signed by a staff member and bring it in person back to the Bursar's Office.

**Failure to follow these rules may result in your casting, rehearsal, or shoot being shut down and possibly losing your deposit.**

These signs must be typed, printed and hung only in approved areas. When work is completed for the day, all posted signs must be removed.

When conducting a casting session, students must have one person acting as a greeter for the entire casting. This greeter will remain outside the room, wrangling all individuals for casting.

Students must speak with Facilities Staff before removing furniture from any rooms.

# TRANSPORTATION & HOUSING

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## HOUSING INFORMATION

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NYFA South Beach does not provide dormitory facilities or on-campus housing, and has no responsibility to find housing for students. As a courtesy, off-campus housing information is provided by the New York Film Academy. The New York Film Academy does not inspect, endorse or assume any responsibility for any properties, accommodations or other housing options or websites.

Students should expect a range of costs in housing (on average between \$1000-\$2000 per month for a studio or one-bedroom), depending on the location, size, apartment complex, amenities and length of stay.

Students are strongly advised to find suitable housing prior to their program start date. The landlord or management company will often request proof of income, credit, insurance and other documents. Prior to making final arrangements or signing a rental agreement, students should thoroughly investigate and inspect any properties, accommodations or other housing options and review any legal document prior to entering a contractual agreement. NYFA bears no responsibility in any lease or rental agreements signed by students.

## PARKING & BICYCLES

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Students who commute to 420 Lincoln Rd. can park on the street on in the building's parking structure. Please note, the parking structure has a daily parking fee.

Please note that students lock their bicycles outside at their own risk, and the New York Film Academy is not responsible for loss or theft. Bicycles are not permitted in the building.

## PUBLIC TRANSPORTATION

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To search for the best route and times for your needs, please check <https://www.miamidade.gov/transportation-publicworks/routes.asp>

# LIBRARY, FACILITIES & EQUIPMENT

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## LIBRARY RESOURCES

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Students have access to the NYFA Library during all hours of operation. The Library includes the following resources:

- WiFi Internet
- Access to the online databases
- Books, periodicals and screenplays
- DVD/Blu-ray movie collection

Below are the Library's circulation guidelines:

- Library materials are available to students and staff Monday–Thursday from 9:00 AM–9:00 PM, Friday from 9:00AM – 6:00 PM
- Library books may not be taken off NYFA premises without proper checkout.
- DVDs/Blu-rays may also be viewed during school hours in the library.
- Current students must present their Student ID badge or driver's license/passport when checking out library materials
- Course reserve books are available as "Library Use Only" items .
- Course reserve DVDs/Blu- rays are available as "Library Use Only" items.

## LIBRARY FINE POLICY

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All items borrowed from the Library must be returned on time. If a student has an unpaid fine or overdue item, a hold will be placed on his/her account. Students on hold cannot receive certificates of completion, diplomas or

gain access to transcripts.

The Fine Policy is as follows:

- \$10.00 per item, per day past due
- If an item is 21 or more days past due, the student will be billed \$20.00 or the replacement cost of the item, whichever is higher, in addition to a non-refundable \$10.00 processing fee.

## CLASSROOMS

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New York Film Academy South Beach has 7 classrooms of varying size. Each room is equipped with a Blu-ray player, whiteboard and video monitor.

There are computer stations set up on the 2<sup>nd</sup> floor in the student lounge.

## POST-PRODUCTION & COMPUTING

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Post-production facilities are located on the 3rd Floor of the 420 Building and include Avid stations. Students have access to 18+ computers with industry-standard software for projects.

## EQUIPMENT ROOM

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Available to our students is equipment corresponding to the course requirements. The camera options include: Arri-S (16mm), Canon 5D DSLR, Panasonic HMC150, Arri SR3 16mm (super 16mm), RED Scarlet-X, RED Epic-MX, and Arriflex BL 535 (35mm). These cameras have appropriate accessory



packages including: lenses, assistant camera kits, shoulder rigs, dollies, and jibs. There are several grip & electric options ranging from basic three-point lighting kits to complete 1-ton lighting packages. Audio options include field recorders and mixers, as well as shotgun and lavalier microphones.

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## EDITING LAB RESOURCES

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**Phone:** 305.534.6009

**E-mail:** kevin.ondarza@nyfa.edu

**Editing Room Manager:** Kevin Ondarza

The New York Film Academy ensures that an editing room is accessible everyday so that students may edit their projects. To reserve a computer station, please call or e-mail the Edit Lab 24 hours in advance (Editing Lab contact information above). No reservations are needed for scheduled editing classes. Computer stations outside of class are not guaranteed without a reservation confirmation. **NYFA ID Badges are needed to work on NYFA computer stations.** Driver's Licenses, Passports, and other Photo ID are not acceptable.

A teaching assistant will be on hand to assist students whenever the main Editing Lab is open-Monday through Friday. Students should note that the main editing lab is not open on Saturday and Sunday, but adjacent edit rooms are open without edit supervision or assistance.

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## HARD-DRIVE & SD SPECIFICATIONS

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You are required to provide your own SD memory card for shooting your projects and an external hard disk for editing you projects. Please use a new external drive. Previously

used hard drives may not be reliable. Your drive must be compatible with MAC OS. We recommend G-Tech G-Drives.

- 1TB capacity
- 7200 RPM speed
- Transfer rate up to 136 MB/s
- Bus powered via thunderbolt/USB
- MAC compatible

We recommend you have one or two SD cards for shooting your projects. SanDisk is a reliable brand that has worked well for our students.

- 32 GB storage capacity
- UHS-I/V30/class 10
- Max read speed: 95 MB/s
- Max write speed: 90 MB/s
- Min write speed: 30 MB/s
- Records full HD 1080p

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## EDITING LAB ETIQUETTE

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In order to use the New York Film Academy editing labs, students must respect the following protocols:

1. A valid NYFA Student ID is required in order to check out and use a computer.
2. Eating and drinking in the edit lab is strictly prohibited
3. Downloading of any software or applications has to be approved by the edit lab supervisor.
4. Voices must be kept to a minimum and cellphones must be kept on vibrate or silent.
5. The Edit Lab staff is not responsible for any personal belongings left in the Edit Lab unattended. Please do not leave your personal belongings unwatched.

## EDITING LAB HOURS

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8:30am - 10:00pm Monday - Friday

10:00am - 6:00pm Saturday

10:00am - 5:00pm Sunday

\* Students should note that the main editing lab is not open on Saturday and Sunday, but adjacent edit rooms are open without edit supervision or assistance.

***\*\*These hours may be adjusted to accommodate for holidays, staffing changes, and class schedule changes.***

## POST-PRODUCTION FACILITIES USAGE AFTER GRADUATION

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Long-term students are allowed a grace period of 30 days post-graduation to use the post-production facilities to finish final edits on their final projects. Workshop Students are allowed a grace period of 7 days post-graduation to use the post-production facilities to finish edits on their final projects. This use is based on availability. Current students will be given priority over students that have already graduated. Any person found on NYFA premises using NYFA facilities who is no longer a current student and is not within their grace period (or does not have written permission from the Campus Director to be on the premises using the facilities) may be removed immediately from NYFA's premises

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## PRODUCTION RESOURCES

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On Production Workshop days, equipment is made available to students so that they may

film exercises under the supervision of their instructors. For weekend film shoots, students check out equipment on Friday evening. This equipment is due back on Monday morning. For extended film shoots (One-Year Filmmaking and Cinematography Programs) equipment is made available to students as strictly outlined in their course schedules.

# STUDENT RESOURCES

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## STUDENT ACCESS TO STAFF & FACULTY

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Mentoring is an important part of the educational experience at the New York Film Academy (NYFA). Instructors are expected to maintain office hours for student consultations during non-class hours.

Department chairs are responsible for monitoring academic progress. In certain long-term programs, students meet with their department chair at the beginning of each term to discuss their academic progress and to answer any questions or concerns the student may have about their productions. Students may always reach out to their department chair with a question or concern.

Administrators are readily available to provide individualized mentoring and counseling for any issues related to their individual fields of expertise. The New York Film Academy is open seven days a week with the exception of published holidays. When NYFA is open, a staff member is always available by phone or in person for questions or concerns.

## TEACHER'S ASSISTANTS

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The New York Film Academy provides approximately one Teacher's Assistant for every four students during hands-on camera testing and production workshops. Teacher's assistants provide in-class support to students while they learn and develop the skills being taught by the instructor. Teacher's assistants help ensure that all practice time is productive and beneficial.

## FACULTY CONSULTATIONS

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Students are allowed to request additional one-on-one time with their instructors as needed in the form of consultations. Consultations generally last for one hour. All consultations must be held on campus. No Skype, phone call, or other off-campus consultations are permitted between faculty and students. Consultation sessions with students do not count as make-up classes.

The method to request a Faculty Consultation varies across departments. Students should check with their Department Chair or Coordinator as to how to request a consultation with an instructor. It will be one of two ways: (1) an email directly to the instructor the student would like to consult with, cc'ing the Department Chair, or (2) an email to the Department Chair, specifying which instructor and subject matter the student would like a consultation for. Students should always use their NYFA email when requesting a Faculty Consultation.

## PLACEMENT SERVICES

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For those who are interested in working professionally in the entertainment industry, the New York Film Academy does provide information about the industry and business of each particular course of study, and gives career-building advice on a case-by-case basis. The New York Film Academy does not provide industry or internship placement for current or former students. It is not the goal of the New York Film Academy to secure

employment for its students, but rather to enrich and educate each student in the art and craft of visual storytelling. Due to the structure of the industry, a traditional job placement program is not possible.

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## COUNSELING SERVICES

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### MISSION AND PURPOSE

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NYFA Counseling Services strives to provide all enrolled NYFA students no-cost, confidential, accessible, culturally humble, caring, ethical, and evidence-driven counseling services. Services offered to students include time-limited individual counseling services, consultations, referral services for psychiatry and long-term psychotherapy, crisis intervention and postvention, and outreach programming designed to educate and promote mental health and wellness. NYFA Counseling Services provides faculty and staff consultation and training related to identifying, supporting, and addressing the mental health needs of NYFA students. NYFA Counseling Services aims to remove barriers for students needing access to help and support, to promote early detection and compassionate intervention of mental health concerns, to help students elevate resiliency and cope effectively with a myriad of challenges, and assist students in achieving their academic and personal goals.

### LOCATION

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All students enrolled at NYFA South Beach are eligible to participate in free, confidential, time-limited counseling services. To contact the School Therapist and schedule an

appointment, please email Vivina Elgueta, Ph.D at [vivina.elgueta@nyfa.edu](mailto:vivina.elgueta@nyfa.edu).

### DUTIES AND RESPONSIBILITIES

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NYFA Counseling Services provides Direct Service to students. Direct Service is defined as one-on-one counseling, group counseling, crisis intervention, and campus outreach in the form of programming and education.

NYFA Counseling Services does not currently have a formal on-call system. Students who have been seen at Counseling Services are provided with crisis hotlines at intake and encouraged to use these after-hours resources as needed. Counseling staff provides yearly training for faculty and staff to address crisis management during instruction and appropriate follow up, should emergencies occur when counseling staff is not available. Suicide prevention training is available throughout the year.

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## ACCESSIBILITY SERVICES

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### MISSION & VISION

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NYFA NY Accessibility Services provides academic services and accommodations for students with disabilities. Our mission is to ensure equal opportunity and access to all members of the New York Film Academy community and mitigate barriers to learning, participating, contributing and benefitting from our academic programs, activities and services. Our services and operation are in compliance with Section 504 of the 1973 Rehabilitation Act and the American Disabilities Act (ADA) of 1990, amended as of 2008, and in alliance with our policies on inclusivity and non-discrimination.

## HOW WE ACCOMMODATE STUDENTS WITH DISABILITIES

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The ADA defines a disability as a physical or mental impairment that substantially limits one or more major life activities. Students with disabilities are responsible for initiating the accommodations request process by self-disclosing their disabilities directly to the Dean of Students. Please know that all requests and materials submitted are handled in the strictest confidence.

The process of requesting and receiving accommodations is interactive and individualized, involving review of required/submitted documentation and collaborative discussions regarding the students' needs and the specific academic expectations and activities of our programs. The non-traditional nature of our programs require, at times, unique accommodations tailored to address the varying needs of our students while also maintaining the integrity of our curricula and learning objectives.

The objective of academic adjustments offered is always to accommodate students' disabilities, not to dilute academic or artistic requirements. Students with disabilities are expected to produce the same quantity and quality of work as those students without disabilities.

## REGISTERING FOR ACCESSIBILITY SERVICES

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To initiate the accommodation request process, please send an email to the Dean of Students ([maylen.dominguez@nyfa.edu](mailto:maylen.dominguez@nyfa.edu)) soon after you receive your acceptance letter, during Orientation week, or during the first week of your program, announcing your need to

register for accessibility services. Students may register with the Accessibilities Office at any time during the course of their program. Early registration is advised to best promote academic success and wellness.

When students register with Accessibility Services at any time after the start of their program, NYFA will implement reasonable accommodations in a timely manner (within 14 business days) to remove barriers to learning and promote student success. Accommodations offered, however, will not be able to rectify grades achieved prior to a student's disclosure of disability and registration with Accessibility Services.

## REQUESTING ACCOMMODATIONS

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To be eligible for accommodations, a student must:

- Complete and submit the Accommodation Request Form to the Dean of Students ([maylen.dominguez@nyfa.edu](mailto:maylen.dominguez@nyfa.edu))
- Submit substantiating medical documentation and/or the Disabilities Documentation Form completed by a health care provider to Dean of Students ([maylen.dominguez@nyfa.edu](mailto:maylen.dominguez@nyfa.edu))
- Schedule and attend an intake appointment with the Dean of Students

The Dean of Students reviews documentation and determines eligibility for accommodations, in collaboration with the student, and in accordance with the guidelines of the Americans with Disabilities Act (ADA).

Documentation submitted should confirm and/or provide the following:

- Statement of diagnoses, a description of the conditions' impact on fulfilling the demands of higher education (academic, social, emotional, and physical functioning), and the accommodations recommended to promote accessibility.
- Evidence that the condition significantly impacts one or more major life activities, as determined by a medical, mental health, or educational professional who is licensed and qualified to diagnose, evaluate, and treat the condition.
- Report and/or evaluation is recent enough to demonstrate an impact on current functioning or a history of receiving similar accommodation (within the previous 5 years)
- A school plan, such as an Individualized Education Plan (IEP), 504 Plan, or Summary of Performance (SOP) can be submitted as documentation as long as the information provided addresses the impact of the condition and assists NYFA in determining a connection between the disability and the accommodation(s) requested.

Submitted materials are stored in a locked filing cabinet in the Dean of Student's office and are considered privileged communication.

To assist students in submitting the required documentation, students may access the Disability Documentation Form, and request the appropriate health care providers or specialists to complete sign and submit the form to the Dean of Students.

## ACCOMMODATION(S) OFFERED

Reasonable accommodations are modifications to a course, program, or school-sanctioned activity that does not fundamentally alter the course or program. Appropriate accommodations are determined through the individual intake appointment by reviewing documentation, engaging in interactive discussions with the student, and evaluating the essential requirements of a course or program.

Please Note: New York Film Academy does not provide services of a personal nature such as attendance reminders, homework assistance, individual tutors and typing services.

While accommodations are determined on an individual basis, below are some examples of commonly approved accommodations.

- Extended time for test taking
- Flexibility with spelling or grammar errors
- Materials in alternate format
- Reduced distraction location for test taking
- Tape recording of lectures

For questions on how to request accommodations each semester as well as policies and procedures regarding specific accommodations, please contact the Dean of Students.

## ATTENDANCE ACCOMMODATION

All NYFA programs are studio-based. Hence student learning occurs primarily in the classroom and students' mastery of course learning objectives can only be successfully

achieved via regular and consistent attendance.

Also NYFA recognizes that qualified students with disabilities may need to miss classes and/or course related activities for disability-related reasons. Hence, if supported by medical documentation (documentation that substantiates the disability and excused absences as a necessary accommodation relevant to the disability) students with disabilities may receive the accommodation of excused absences. This accommodation offers students with disabilities flexibility in regard to the application of the NYFA attendance policy. According to the NYFA Attendance Policy, students missing 16% of class hours per semester are subject to dismissal. Students granted the accommodation of excused absences may accrue disability-related absences beyond 16% of class hours, per semester. However, total number of disability related and non-disability related absences for students with disabilities cannot exceed 33% of class hours, per semester. Also, course grades, based on required demonstration of mastery of course learning objectives, may be compromised by a student's aggregate of absences, whether excused or not excused.

Students, as soon as they are aware of needing to miss classes for disability related reasons, whether intermittently (e.g. due to a chronic medical or mental health condition) or consecutively (e.g. due to planned surgery, hospitalization, or respite deemed of medical necessity), must notify the Accessibility Office and request accommodations, per procedure described above. Students requesting attendance accommodations will engage with the Dean of Students in an interactive discussion of the medical documentation submitted, and how such request(s) can be reasonably accommodated in light of the

nature of the impacted courses and program of study. Prior to final determination, the Dean of Students will consult with Department Chairs regarding the impact of absences on the impacted courses and program of study.

Should an attendance accommodation be granted, an accommodation plan will be generated addressing how the student will satisfactorily complete assigned and missed course work, either within the accommodation period or by a designated deadline. Throughout their course of study, students are responsible for communicating with the Accessibility Office, their faculty, and their Department Chairs regarding the status of their progress in completing course requirements.

A student granted attendance accommodations must notify their instructors and their Registrar Coordinator of any anticipated and unexpected absences related to their disability status.

As stated above, student's total number of absences (excused and unexcused) cannot exceed 33% of total course hours. Students with disabilities and students without disabilities are required to comply with NYFA's application of federal Satisfactory Academic Progress (SAP) requirements.

If the Accessibility Office, in consultation with the Department Chair, determines that the student's request for extensive absences cannot be reasonably accommodated, the student may have the option of withdrawing from one course, seeking a leave of absence, or requesting a voluntary medical withdrawal.

## IMPLEMENTATION OF ACCOMMODATION

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At the conclusion of the evaluation process, the Dean of Students will present to students their individualized accommodation letters, noting with specificity their approved accommodations.

Students are required to set up appointments with each of their instructors to: deliver the accommodation letter; to discuss the nature of each recommended accommodation; and to decide the details regarding how those accommodations are to be delivered.

Instructors and students are to contact the Dean of Students with questions or concerns regarding the implementation and delivery of approved accommodations.

## GRIEVANCE PROCEDURE

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Students who have disabilities have rights to initiate grievances when it is believed that the New York Film Academy or a NYFA administrator or faculty member is either not complying with NYFA's policy for students with disabilities or is not following the applicable laws on disability. Please refer to the Reporting Discrimination and Complaint Procedure, described in the NYFA Catalog, for information on how to file a discrimination complaint.

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## SERVICE AND SUPPORT ANIMALS

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It is the policy of the New York Film Academy to afford individuals requiring the assistance of a service animal equal opportunity to access Academy property, courses, programs, and activities.

Service Animals: An animal, most often a dog, individually and specifically trained to do work or perform tasks that assist persons with a disability. A service animal can also be referred to as an assistance animal.

- A guide dog is a trained dog who serves as a travel tool by persons with severe visual impairments or who are blind.
- A service dog is a dog that has been trained to assist individuals who have impairments in health and mobility.
- A SSigDog is a dog trained to assist a person on the Autistic Spectrum.
- A hearing dog is a dog trained to alert a person with hearing impairment to the occurrence of sound.
- A seizure alert/response dog is trained to assist a person with a seizure disorder.
- Lastly, a psychiatric service dog is a dog trained in helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Students seeking permission to have a service animal on NYFA premises must meet with the Dean of Students and provide documentation that establishes the existence of impairment, describes the nature of the functional limitations related to the impairment, and explain how the work or tasks performed by the animal relates to the limitations noted.

Support Animals: An animal that provides emotional support or passive comfort in order to alleviate one or more identified symptoms or effects of a disability. Students are encouraged to contact the NYFA housing coordinator to learn more about the policies and procedures regulating the presence of emotional support animals in the residence halls. Support animals, although potentially allowed in residential settings, in compliance



with the Fair Housing Act, are not permitted on NYFA premises. More specifically, support animals are not permitted in classrooms, editing labs, libraries, and lounges or on off-campus shoots, events, and activities.

### CONFLICTING NEEDS/HEALTH CONCERNS

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The Dean of Students will make reasonable effort to notify students who will potentially be exposed to the continued presence of a support animal in the classroom. Individuals who have medical issues and are negatively affected by animals (e.g., asthma, severe allergies) should contact the Dean of Students when notified and share their concerns. Students concerned about their exposure to animals will be required to provide verifiable documentation supporting their claims to the health risks they shall face in response to exposure to the specified animal. Reasonable accommodations may be made to consider the needs of all parties in order to resolve the problem as efficiently and effectively as possible.

### SERVICE ANIMAL OWNERS RESPONSIBILITIES

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- Owners are responsible for any damage caused by their animals and must take appropriate precautions to prevent property damage or injury. The cost of care, arrangements and responsibilities for the well-being of authorized animals are the sole responsibility of their owners at all times.
- Animals must be well groomed and measures taken at all times for flea and odor control.
- Owners must submit to the Dean of Students health statements, including

vaccination records from licensed veterinarians dated within the past year. Proof of good health must be provided annually.

- New York law requires that every dog is licensed. The owner must comply with New York regulations regarding pet ownership.
- Owners are responsible for removal and proper disposal of animal waste. Removal must be immediate. Individuals unable to clean up after their animals should notify the Dean of Students so that alternative arrangements can be decided and implemented. If service animals urinate or defecate inside NYFA buildings, or in another areas that requires cleaning, owners must notify staff immediately.
- Owners are fully responsible for the actions of their service animal. If a service dog exhibits unacceptable behavior, the owner is expected to employ appropriate training techniques to correct the situation. The animal shall have a harness, leash, or other tether unless the owner is unable to use such devices or they interfere with the safe performance of the animal's work or tasks.

The owner of a service animal at any NYFA facility or event is expected to maintain appropriate behavior of the animal as follows:

- Animal must not be allowed to initiate contact/approach/sniff people, tables in eating areas, or personal belongings of others.
- Animals must not display behaviors or noises that are disruptive to others, such as barking, growling, or other behavior not part of the task the animal is trained to conduct.

- Animals must not block an aisle or passageway or impede access to ingress/egress of a facility.

## RESPONSIBILITIES OF COMMUNITY MEMBERS

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Community members (faculty, staff, students, visitors) are to recognize the working role of service animals and adhere to the following:

- Community members are to allow service animals to accompany their owners/handlers at all times.
- Community members are not to feed, pet or touch an authorized animal without the express invitation of the owner.
- Community members are not to deliberately startle, tease, or otherwise distract the service animal.
- Community members are not to separate or attempt to separate owner from animal.
- Community members are not to inquire details about owners' disability or the nature of work of the authorized animal. As the school does not generally allow animals, staff may inquire regarding authorization.

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## INTERNATIONAL STUDENT OFFICE

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The New York Film Academy (NYFA) is authorized under federal law to admit non-immigrant alien students.

The NYFA International Student Office is available to help students with matters pertaining to obtaining a student visa, maintenance of student immigration status, legal work authorization, and other issues related to non-U.S. citizens studying in the U.S. The International Student Office will

work with students from the application stage through enrollment and often after graduation to ensure that students have the most up to date information in order to maintain their U.S. student immigration status.

In order to apply for a student visa, students will need an I-20 Certificate which will be issued to students by the NYFA International Student Office.

In order to be eligible for an I-20 certificate students must enroll in a full time program or workshop, which includes all one and two year conservatory programs, and 4, 6 and 8 week workshops. The one-week and 12 week evening workshops are *not* eligible for an I-20 Certificate.

Students will need an F-1 student visa, unless they are enrolling in a musical theatre program or workshop, in which case they will need an M-1 student visa.

If students are in the U.S. on a student visa they may be eligible to transfer their I-20 to NYFA. If a student is on a different type of visa, they may be able to study. Students should contact the International Student Office about their specific immigration situation at [International@nyfa.edu](mailto:International@nyfa.edu) in order to receive proper and specific advice. Please note that the U.S. government prohibits studying full-time on a tourist visa.

Once a student is fully accepted to a program and NYFA has received all the required documents for the I-20 certificate, the International Student Office will process and send out the I-20 certificate. A \$200 SEVIS I-901 fee is required by the U.S. Government to be paid for all I-20s. Students can only pay this fee **after** their I-20 application has been processed and a SEVIS ID number has been

created for them. The International Student Office will email students the instructions on how to pay the SEVIS fee when they send out the I-20 Certificate. Once a student has their I-20 Certificate, they can begin the process of applying for a student visa.

In order to obtain an F-1 or M-1 student visa, students must complete the DS-160 Visa Application and make an appointment at the U.S. Embassy or Consulate in their home country for a visa interview. At this interview, an official will decide whether to issue the student visa or not. For more information on the student visa including how to apply, how to schedule an interview, and estimated visa appointment wait times please visit:

<https://travel.state.gov/content/travel/en/us-visas.html>

The above information is subject to change. For updated and more specific information on NYFA's I 20 application and frequently asked questions please visit:

<https://www.nyfa.edu/admissions/international-student.php>

Please contact the International Student Office with any questions or concerns at [international@nyfa.edu](mailto:international@nyfa.edu) or call and ask to speak to an International Student Advisor.

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## VETERAN SERVICES

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NYFA's **Division of Veterans Services (DVS)** assists veterans in their transition from their military service to civilian, education and campus life. Additionally, the DVS supports spouses and dependents of members of the service in their quest for a visual and performing arts education. These services include:

- Simplifying VA educational benefits
- Assisting with post-deployment transition issues
- Aiding in choosing the program that best suits individuals' personal and professional goals
- Works closely with NYFA faculty and administration to support all veteran-students' path to success while enrolled and post graduation
- Giving referrals to community-based organizations and the Department of Veterans Affairs
- Offer opportunities to network with fellow veterans, including a Student Veteran Association
- Adheres to the VA Principles of Excellence

The New York Film Academy (NYFA) has been privileged to enroll more than 2,000 veteran students, spouses and military dependents at our campuses in New York City, NY; Los Angeles, California and South Beach, FL., since 2009. The Los Angeles, New York and South Beach campuses each participate in the Yellow Ribbon Program which allows eligible veterans and dependents in many cases the opportunity to go to school for tuition and fee free. The honorable Colonel Jack Jacobs, Medal of Honor recipient and on-air military strategist for NBC/MSNBC, is the Chair of the NYFA Veterans Advancement Program.

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## INDUSTRY OUTREACH & PROFESSIONAL DEVELOPMENT

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The Industry Outreach and Professional Development Department (IOPD) is a resource for current students and alumni to

gain the real world knowledge and know-how to prepare for and expand their professional experiences outside of NYFA.

A strong foundation and understanding of the business and the skills needed to compete allow our students to thrive throughout their academic experience and as they venture into their professional careers.

We assist students in the development of their personal and professional goals and create action plans to help them achieve those goals. The department aids students as they design their résumés, cover letters, and other business correspondence. We work with students on their presentation skills to prepare them for interviews and meetings. IOPD works with industry experts to expand students' professional experiences.

The Industry Outreach and Professional Development Department is a resource to aid students. The school makes no representation that any of its programs will result in employment or in a career or vocation in any particular area of filmmaking.

The Academy's main goal is to enrich its students as visual storytellers by helping them realize their personal artistic visions, as stated in the mission statement.

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## ACADEMIC ADVISING

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Students in one-year or two-year certificate programs, and all degree-granting programs are advised on their academic progress by their Department Chair.

# STUDENT CODE OF CONDUCT

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## INTRODUCTION

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The New York Film Academy seeks to promote and advance the art of visual storytelling as a transformational and ennobling vehicle to both the creator and audience, with a profound impact on individuals, communities, and the global society. To build a community that supports this purpose and student success, NYFA is committed to maintaining a safe and healthy learning environment, free from hostility and discrimination. As community members, NYFA expects students to choose behaviors that embody these values. Students are expected to act with honesty and the highest ethical standards; to be good citizens; to be respectful of diverse campus community members; to behave responsibly; to choose actions that reflect well on NYFA; and, to contribute positively to NYFA and the visual storytelling industry.

Being a NYFA student is a privilege, not a right. Therefore, student behavior that is not consistent with NYFA's expectations or the Student Conduct Code is addressed through a process that is designed to promote NYFA's values and, when necessary, hold students accountable through appropriate consequences.

## STUDENT CONDUCT POLICIES

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Students may be held accountable for the types of misconduct set out in Types of Misconduct (Section II. B.).

Procedures specifically for allegations involving discrimination, sexual misconduct, domestic and dating violence, and stalking are set forth in *NYFA Reporting Discrimination & Complaint Procedure* and *NYFA's Sex-Based Discrimination and Sexual Misconduct Policy*.

### A. JURISDICTION

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The NYFA Student Conduct Code applies to conduct in and around NYFA property, at NYFA sponsored or related activities, to conduct at NYFA-affiliated or contracted facilities, to off-campus conduct that adversely affects the NYFA community and/or the pursuit of its objectives, in all NYFA programs, locally or abroad, on ground or online. Each student shall be responsible for their conduct from the time of application for admission through the awarding of a degree or certificate, even though conduct may occur before classes begin or after classes end, as well as during the academic year and during periods between terms of actual enrollment (and even if the conduct is not discovered until after the degree or certificate is awarded).

The NYFA Student Conduct Code shall apply to a student's conduct even if the student withdraws from NYFA while a disciplinary matter is pending. The Dean of Students, using their sole discretion, shall decide whether the Student Conduct Code shall be applied to conduct occurring off campus on a case-by-case basis.

## **B. TYPES OF MISCONDUCT**

Students may be held accountable for committing, or attempting to commit, a violation of the NYFA Student Conduct Code. Violations include the following types of misconduct:

### **1. Academic Dishonesty**

Any form of academic misconduct that gains an unfair academic advantage.

### **2. Cheating**

Cheating includes, but is not limited to, the use of unauthorized materials, information, or study aid in any academic exercise; the use of sources beyond those authorized by the faculty member in academic assignments or solving academic problems; the acquisition, without permission, of tests or other academic material; the alteration of any answers on a graded document before submitting it for re-grading; engaging in any behavior specifically prohibited by the faculty member in the course syllabus or class discussion; or the failure to observe the expressed procedures or instructions of an academic exercise.

### **3. Plagiarism**

Plagiarism includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work of another person without full and clear acknowledgement. Work can include words, ideas, designs, images, or data. This includes, but is not limited to, representing another's work as the student's own original or new work, with or without the intent to deceive, and may include part or all of another's work. It also includes the unacknowledged use of material prepared by another person or agency engaged in the selling of academic materials.

### **4. Fabrication**

Fabrication includes, but is not limited to, falsification or invention of any information or citation in an academic exercise, and can include manipulating, omitting, or inaccurately representing research, data, equipment, processes, or records.

### **5. Multiple Submissions**

Multiple submissions include, but are not limited to, the resubmission of academic material, whether in identical or similar form, when the work has been previously submitted for credit, whether at NYFA or any other institution, without the permission or consent of the faculty member.

### **6. Unauthorized Assistance**

Unauthorized assistance includes, but is not limited to, working with individuals, services, materials, or devices, without the permission or consent of the instructor, on any academic work, whether in draft or final form.

### **7. Solicitation**

Solicitation includes, but is not limited to, giving, receiving, or expecting financial compensation from other students for services or products such as NYFA production, pre-production, post-production, and script consultation.

### **8. Forgery**

Forgery includes, but is not limited to, alteration, or misuse of any NYFA document, record, key, electronic device, or identification, or submission of any forged document or record to NYFA.

### **9. Falsifying Information**

Falsifying information includes, but is not limited to, any individual who knowingly files a false Complaint and who knowingly provides false information to NYFA.

administration, or who intentionally misleads NYFA administration involved in the investigation or resolution of a Complaint.

#### **10. Theft**

Theft includes, but is not limited to, taking, attempting to take, possessing items without permission or consent of the owner, or misappropriation of NYFA property or property belonging to a member of the NYFA community.

#### **11. Vandalism, Damage, or Destruction of NYFA Property**

Unauthorized removal, defacing, tampering, damage, or destruction of NYFA property or the property of NYFA community members.

#### **12. Trespassing or Unauthorized Entry**

Trespassing or unauthorized entry includes, but is not limited to, unauthorized presence in, use of, or misuse of NYFA property.

#### **13. Misuse of NYFA Property, Materials, or Resources**

Misuse of NYFA property, materials, or resources includes, but is not limited to, possession of, receipt of, or use of NYFA services, equipment, resources, or property, including NYFA's name, insignia, seal, or violations of copyright laws, whether by theft, unauthorized sharing or other misuse of copyrighted materials such as music, movies, software, photos, or text. Additionally, includes misuse of NYFA owned computers, technology, or networks, tapping into ethernet lines of NYFA or adjoining businesses, and or Illegal downloading or file sharing.

#### **14. Housing Conduct**

Violations of policy set forth by NYFA affiliated, operated, or leased housing facilities

or other housing facilities.

#### **15. Parking**

Violations of policy regarding NYFA parking services or NYFA operated parking facilities.

#### **16. Event Conduct**

Event conduct includes, but is not limited to, displaying a lack of respect, civility, professionalism, and proper etiquette at NYFA activities and functions.

#### **17. NYFA Identification**

NYFA Identification includes, but is not limited to, abiding by policies, regulations, or rules related to use of NYFA identification cards, NYFA credentials, and representation of one's identity or misrepresentation of one's own or another's identity.

#### **18. Defamation**

Defamation includes, but is not limited to, false statements of fact that injure the reputation of a member of the NYFA community, either written or spoken.

#### **19. Conduct that Threatens Health or Safety**

Conduct that threatens the health or safety of any person including, but not limited to, physical assault, threats that cause a person reasonably to be in fear for one's own safety or the safety of their immediate family, incidents involving the use or display of a weapon, and intoxication or impairment through the use of alcohol or controlled substances to the point one is unable to exercise care for one's own safety, or other conduct that threatens the health or safety of any person.

#### **20. Sexual Misconduct**

Violations of NYFA's *Sex-Based Discrimination and Sexual Misconduct Policy*, may include incidents of domestic violence, dating

violence, stalking, sexual assault, sexual harassment, and other prohibited behavior.

### **21. Stalking**

Stalking includes, but is not limited to, engaging in a repeated course of conduct directed at a member of the NYFA community that would cause a reasonable person to fear for their safety, to suffer emotional distress, or where the threat reasonably causes serious alarm, torment or terror.

For stalking violations of a sexual nature, see NYFA's *Sex-Based Discrimination and Sexual Misconduct Policy*.

### **22. Harassment**

Harassment includes, but is not limited to, unwelcome conduct that is sufficiently severe, persistent, and/or pervasive, whether or not intended. The objectively offensive conduct could be considered by a reasonable person to limit a students' ability to participate in or benefit from NYFA services, activities, or opportunities.

For violations involving sexual harassment, see NYFA's *Sex-Based Discrimination and Sexual Misconduct Policy*.

### **23. Hazing**

Hazing includes, but is not limited to, any method of initiation or pre-initiation into a recognized or unrecognized student organization in which the conduct, or conspired conduct, is likely to cause serious bodily injury, physical harm, or personal degradation or disgrace resulting in physical or mental harm.

NYFA complies with California, New York, and Florida statutes that prohibit hazing in connection with initiation of new members into student organizations.

### **24. Retaliation**

Retaliation includes, but is not limited to, threats, intimidation, reprisals, and/or adverse actions taken against a member of the NYFA community, in relation to reporting student misconduct, participating in a student conduct-related investigation, or assisting with a student conduct-related matter.

For incidents of retaliation related to sexual misconduct, see NYFA's *Sex-Based Discrimination and Sexual Misconduct Policy*.

### **25. Bullying and Intimidation**

Bullying and intimidation includes, but is not limited to, coercion and aggressive behaviors that cause fear, intentionally harm or control another person physically or emotionally, and are not protected by freedom of expression.

### **26. Discrimination**

All forms of discrimination are governed by the rules of NYFA's *Sex-Based Discrimination and Sexual Misconduct Policy*, and or NYFA's *Student Grievance and Resolution Process*.

### **27. Fraternalization**

Fraternalization includes, but is not limited to, intimate relationships and socialization outside of professional and academic reasons between NYFA students and NYFA faculty members or staff. This includes social media fraternization such as, "friending" or accepting "friend requests," or "following" NYFA faculty or staff on Facebook, Twitter, Instagram, Snapchat, and any other social media sites. LinkedIn, or other professional sites, are considered exceptions.

### **28. Disorderly, Disruptive, or Disturbing Behavior**

Disorderly, disruptive, or disturbing behavior includes, but is not limited to, obstruction or



intrusion of teaching, research, administrative procedures, disciplinary procedures, or other NYFA activities.

### **29. Failure to Comply**

Failure to comply includes, but is not limited to, a failure to abide by the directions, instructions, or request(s) of a NYFA employee or agent acting in an official capacity.

### **30. Controlled Substances**

Use, possession, manufacture, distribution, sale of, or the attempted manufacture, distribution, or sale of, controlled substances (including medical marijuana), identified as unlawful in federal or state law or regulations; the misuse of legal pharmaceutical drugs; use or possession of drug-related paraphernalia; and impairment, being under the influence, or being unable to care for one's own safety because of controlled substances. Further information may be found in *NYFA's Drug and Alcohol Policy*.

### **31. Alcohol**

Use, possession, manufacture, distribution, sale of, or the attempted manufacture, distribution, or sale of, alcohol which is identified as unlawful in federal or state law or regulations; and impairment, being under the influence, or being unable to care for one's own safety because of alcohol. Except as permitted or authorized by NYFA.; Further information may be found in *NYFA's Drug and Alcohol Policy*.

### **32. Smoking**

Smoking of any kind, including vaporizers or e-cigarettes, in or around any NYFA property, or at NYFA activities, except at designated smoking areas.

### **33. Professional Courtesy**

Professional courtesy includes, but is not limited to, remaining quiet in the hallways, and in general areas in and around NYFA property. Students must not approach or enter neighboring offices or solicit neighboring offices for employment.

### **34. Weapons**

Possession, use, misuse, or distribution of explosives (including fireworks and ammunition), guns (including air, BB, paintball, replica guns, or pellet guns - regardless of license), knives (switchblade or belt buckle) with a blade of longer than two inches, replica weapons, chemicals, using an item as a weapon, or other weapons or dangerous objects (including arrows, axes, machetes, nun chucks, throwing stars), including any item that falls within the category of a weapon, or the storage of in a vehicle parked on NYFA property.

### **35. Expectation of Privacy**

Making a video recording, audio recording, taking photographs, or streaming audio/video of any person in a location where the person has a reasonable expectation of privacy, without that person's knowledge or express consent. This includes non-public conversations and/or meetings, looking through a hole or opening into the interior of a private location. This provision may not be utilized to infringe upon the lawful exercise of constitutionally protected rights of freedom of speech or assembly.

For incidents involving privacy related to sexual misconduct, see *NYFA's Sex-Based Discrimination and Sexual Misconduct Policy*.

### **36. Encouraging, Permitting, or Assisting with a Violation**

Encouraging, permitting, assisting, facilitating, or participating in an act that could subject a student to a violation,

including planning an act or helping another commit an act (including academic dishonesty).

### **37. Student Guests**

Students are responsible for the conduct of their guests in and around NYFA property or NYFA affiliated property, or while at NYFA activities.

### **38. Guest Speakers**

Students may not solicit, or attempt to solicit, work to or from NYFA guest speakers, including giving scripts, headshots, reels, or other development materials, or pitching ideas.

### **39. Unauthorized Vehicles or Devices**

Unauthorized vehicles or devices include, but are not limited to, use, possession, charging, or storage of drones, self-balancing battery-powered boards (hoverboards, electronic skateboards or scooters), or other similar equipment, in or around NYFA property or NYFA activities. This also includes the unauthorized use of electronic devices (cell phones, laptops, or tablets in the classroom).

### **40. Personal Care**

Personal care includes, but is not limited to, the maintenance of health and personal hygiene, including the expectation of regular bathing and frequent laundering of clothes to ensure a healthy and comfortable learning environment.

### **41. NYFA Production and Locations**

Violations of policies, rules, or expectations related to Equipment, Props, Production, Editing and Post-Production Department guidelines. Includes following guidelines for greenlight processes, on-set safety, or action

sequence authorization. Behaving respectfully and following location guidelines and expectations while on location (including Warner Bros., Universal, and other third-party entities) at NYFA activities.

### **42. Violation of Any Published NYFA Rule, Regulation, or Policy**

Violation of any published NYFA rule, regulation, or policy.

### **43. Violations of Law**

Any act chargeable as a violation of federal, state, or local law, when there is a reasonable belief that the act poses a threat to the health or safety of any person in the NYFA community, to the security of any NYFA property, or poses a threat of disruption or interference with NYFA activities or operations.

### **44. Violation of Disciplinary Conditions**

Violation of the conditions contained in the terms of a disciplinary action, outcome, sanction, or resolution, imposed through NYFA's Student Conduct Procedures

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## STUDENT CONDUCT PROCEDURES

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The Student Conduct Procedures are established by NYFA to resolve allegations of student misconduct. The procedures and resolution processes are intended to be educational, not adversarial, and all cases are expected to be treated in a fair and equitable manner. Questions concerning Student Conduct Procedures may be addressed to the Dean of Students deanofstudent@nyfa.edu.

NYFA Email is the mechanism for official Student conduct procedure communications.

### A. REPORTING COMPLAINTS

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Complaints involving alleged misconduct by students must be submitted in writing to the either the Dean of Students, the Housing Coordinator, an Academic Advisor, or their designee, referred to hereafter as the Student Conduct Administrator. Complaints must be made within one year following discovery of the alleged misconduct, unless an exception is granted by NYFA's Campus Dean.

### B. INITIAL INVESTIGATION

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Upon receiving a report regarding alleged violation(s), the Student Conduct Administrator will consider information acquired from the reporting party and may conduct further investigation.

### C. NOTICE OF INVESTIGATION

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Upon the Student Conduct Administrator determining that there is sufficient information to proceed with the student conduct process, the Student Conduct

Administrator will give notice to the student against whom allegations have been filed. Notice shall include the following:

- The nature of the conduct in question and the basis for the allegation.
- Information on how to access a full version of NYFA's Student Conduct Code.
- Notification of the student's right to be accompanied by a Support Person.
- An amount of time by which the student is expected to respond to the notice. NYFA allows for up to three days from the date of notice for the student to respond to the Student Conduct Administrator for the purpose of scheduling an initial meeting.
- If the Student Conduct Administrator fails to hear from the student:
  - NYFA allows Student Conduct Administrator to place a Hold on the student's NYFA records if the student does not contact the Student Conduct Administrator within the three (3) day period or fails to keep any scheduled appointment. The student will be notified that this action has been taken. The placement of a Hold on the student's NYFA records may prevent the student from registering and/or from obtaining transcripts, verifications, or a degree from NYFA. The Hold will be removed only when the student attends a scheduled meeting, responds to the allegations, or upon resolution of the Student Conduct Procedures.

In addition, the Student Conduct Administrator may include language directing the student to act or refrain from acting in a manner specified by the Student Conduct

Administrator. These directions may include directing the student to have no contact with, or otherwise disturb the peace of others specifically named until the matter is resolved. Violation of these directions would be grounds for separate misconduct under “Types of Misconduct.”

#### D. MEETING(S) WITH THE STUDENT CONDUCT ADMINISTRATOR OF STUDENTS & STUDENT RIGHTS

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Meeting with the Student Conduct Administrator provides the student an opportunity to resolve a pending or alleged violation of misconduct. At the initial meeting with the student, the Student Conduct Administrator will:

- Ensure that the student has been provided information on how to access NYFA’s Student Conduct Code.
- Discuss privacy; inform the student that the content of meeting and student conduct proceedings will be kept private, per Family Educational Rights and Privacy Act regulations, unless privacy is waived by the student.
- Explain the purpose of the meeting, which is to determine if there has been a violation and to gather information about appropriate resolution and/or disciplinary sanctions.
- Describe to the student the nature of the conduct in question, and sections of the Student Conduct Code that have allegedly been violated.
- Allow the student to have an opportunity to be heard and to respond to the allegations.
- Provide the student with information about the student’s right to review

documents relevant to the case. (Note: documents may be redacted to comply with state and federal laws and regulations and NYFA policies.)

- Describe potential outcomes and/or a range of sanctions.
- Disclose the length of time NYFA keeps record of disciplinary matters.

If students require reasonable accommodations to attend their meeting, the student must contact the Student Conduct Administrator in advance of the meeting. The Student Conduct Administrator may work with NYFA’s Accessibility Services to account for any reasonable accommodation(s).

#### E. STANDARD OF PROOF

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The preponderance of the evidence is the standard of proof which will be used in student conduct proceedings, that is, the Student Conduct Administrator must establish that it is more likely than not that the student engaged in or committed the misconduct of which the student is accused.

#### F. RESOLUTION BY THE STUDENT CONDUCT ADMINISTRATOR

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At the conclusion of the investigation, the Student Conduct Administrator may take one of several actions listed below. The student will receive written notification of the outcome of any disciplinary action or Resolution Agreement.

##### 1. Insufficient Information

If the Student Conduct Administrator concludes there is insufficient information to determine a violation, then the matter will be closed with no further action taken.

## 2. Imposing Sanctions

If the Student Conduct Administrator concludes there is sufficient information to determine a violation, then appropriate sanctions will be determined. Some factors to be considered in determining disciplinary sanctions may include, but are not limited to:

- The severity and/or number of violations.
- Past disciplinary policy violations (single or repeated acts).
- Any sanctions previously imposed for the same or a similar violation.

## 3. Resolution Agreement

If the Student Conduct Administrator concludes there is sufficient information to determine a violation, a Resolution Agreement will detail the outcome and sanctions resulting from the investigation. The Resolution Agreement is considered formal disciplinary action and is binding. If the student fails to abide by the terms of the Resolution Agreement, the student may face further disciplinary action.

A Resolution Agreement will include, at minimum:

- The determination made by the Student Conduct Administrator, based on the investigation.
- The violations for which the student is being held responsible.
- The assigned sanctions and any deadlines.
- The student's right to appeal the determination.
- The length of time the disciplinary record will be maintained.

A Resolution Agreement may also include:

- Directions for the student to refrain from specific behaviors, and/or to refrain from contacting others involved in the case.

- Expectations for the student to participate in specified educational programs and/or reconciliation processes such as mediation.

## 4. Decisions in Absentia

If the student fails to participate in the disciplinary process or has withdrawn from NYFA while there is pending disciplinary action, the Student Conduct Administrator may proceed to resolve the matter without the student's participation.

## G. SANCTIONS AND ADDITIONAL NYFA ACTIONS

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If the Student Conduct Administrator concludes there is sufficient information to determine a violation, the Student Conduct Administrator will consider the context and seriousness of the violation in determining the appropriate sanction(s).

Sanctions may be enhanced if the student is additionally found to have discriminated against another on the basis of an individual's race, color, national or ethnic origin, citizenship, sex, religion, age, sexual orientation, gender identity, pregnancy, marital status, ancestry, service in the uniformed services, physical or mental disability, medical condition, or perceived membership in any of these classifications.

The Student Conduct Administrator may impose one or more sanctions or additional actions.

### • Warning

- Notice to the student that a violation of NYFA policies or regulations has occurred and that continued or repeated violations of NYFA policies

or regulations may be cause for further disciplinary action.

- A warning carries no transcript notation.
- **Disciplinary Probation**
  - A status imposed for a specific period of time in which a student must demonstrate conduct that abides by NYFA's Student Conduct Code. Conditions restricting the student's privileges or eligibility for NYFA activities may be imposed. A temporary transcript notation may accompany the probationary period. Further misconduct during the probationary period or violation of any conditions of the probation may result in additional disciplinary action, including but not limited to, suspension or expulsion.
  - Disciplinary probation carries a temporary transcript notation that is only noted on the student's transcript for the duration of the disciplinary probation. When the disciplinary probation period concludes, the transcript notation is removed.
- **Deferred Suspension**
  - A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Student Conduct Administrator and/or may be a period in which suspension from NYFA is deferred or delayed until a later date. Further violations of the NYFA Student Conduct Code or failure to complete any assigned conditions may result in additional disciplinary action

including, but not limited to, suspension or expulsion.

- Deferred suspension carries a temporary transcript notation that is only noted on the student's transcript for the duration of the deferred suspension. When the deferred suspension period concludes, the transcript notation is removed.
- **Suspension**
  - Suspension is the termination of a student's status for a specified period of time, for the remainder of the term, or for several academic terms. Suspension may take effect at such time as the Student Conduct Administrator determines. Students who have been suspended may be prohibited from entering specified areas, or all areas, of NYFA property. During the period of suspension, the student will be prohibited from attending all classes, seminars and programs, and any NYFA-sponsored activities. A suspended student will be ineligible to enroll in any NYFA courses at any NYFA campuses during the period of suspension. The Student Conduct Administrator may place a hold on the suspended student's NYFA records which may prevent the student from registering, obtaining transcripts, verifications, or receiving a certificate or degree from NYFA. Further violations of NYFA's Student Conduct Code or failure to complete any assigned conditions may result in additional disciplinary action including but not limited to further suspension or expulsion.

After the period of Suspension, the student will be reinstated if:

- The student has complied with all conditions imposed as part of the suspension.
  - The student meets all requirements for reinstatement including, but not limited to, removal of holds on records, and payment of restitution where payment is a requirement of reinstatement.
  - The student meets the deadlines for filing all necessary applications, including those for readmission, registration, and enrollment.
    - Students are required to apply for readmission following a suspension of the duration of one academic term and must meet all requirements for readmission.
  - If a student is suspended for less than one academic term, a transcript notation will be temporarily noted, indicating the duration of the suspension. When the suspension period is concluded, the transcript notation is removed.
  - If a student is suspended for one academic term, a transcript notation will be permanently noted, indicating the duration of the suspension.
- **Deferred Expulsion**
    - A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Dean of Students. Further violations of NYFA's Student Conduct Code or failure to complete any assigned conditions will result in immediate expulsion.
    - Deferred expulsion carries a permanent transcript notation that indicates the duration of the deferred expulsion.
- **Expulsion**
    - Expulsion is the permanent termination of a student's status. An expelled student will be ineligible to enroll in any NYFA courses at any NYFA campuses indefinitely. Expelled students may be prohibited from entering specified areas, or all areas, of NYFA property, and/or may be excluded from NYFA activities.
    - The student record of an expelled student may include a Hold on the student's NYFA records, which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA.
    - Expulsion carries a permanent transcript notation.
  - **Revocation of Awarding Degree or Certificate**
    - If, after a degree or certificate has been awarded, a degree or certificate recipient is found responsible for a violation of NYFA's Student Conduct Code while the student was an enrolled student, the Student Conduct Administrator may impose, as a sanction, a revocation of the degree or certificate, subject to the following procedures:
      - The Student Conduct Administrator will submit a recommendation of revocation of the degree or certificate to NYFA's Campus Director.
      - A Notice of Intent to Revoke Degree or Certificate shall be sent to the student. This notice shall include the details of the violation and the basis for the revocation.

- The student may submit a written appeal of the revocation to NYFA’s Campus Director within ten (10) days from the date of the Notice of Intent to Revoke Degree or Certificate. The imposition of the revocation of degree or certificate will be deferred until the conclusion of the appeal. The decision of NYFA’s Campus Director is final.
  - The loss of NYFA employment or removal from paid student positions will not be a form of sanction under NYFA’s Student Conduct Code. However, when maintaining student status or good disciplinary standing is a condition of employment or the paid position, the loss of student status or good disciplinary standing will result in termination of the student’s employment or removal from the paid student position.
- **Educational Sanctions**
    - Educational sanctions are intended to help Students learn from their decisions and reflect on what they want to get out of their educational experience. Educational sanctions may include, but are not limited to:
      - Reflective or research papers, presentations, or assignments
      - Community Service
      - Restitution
      - Participation in designated educational programs, services, or activities
      - Letter of apology
  - **Additional Actions**
    - Additional actions are intended to help repair any harm that resulted from a violation or protect the safety of the NYFA campus community. Additional actions may include, but are not limited to:
      - Exclusion from entering specified areas, or all areas, of NYFA property
      - Loss of privileges and/or exclusion from NYFA activities
  - **Limits on Sanctions**

## H. PARALLEL CONDUCT PROCEEDINGS

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NYFA’s student conduct proceedings are independent from any criminal, court, or administrative proceedings. If a student is charged in a civil or criminal case, based on the same facts in a NYFA student conduct proceeding, NYFA may continue with their student conduct proceedings before, or simultaneously with, a criminal, court, or administrative proceeding.

In cases involving an active police investigation, if the Student Conduct Administrator determines that the notice to the student may interfere with the criminal investigation, the Student Conduct Administrator may delay sending the notice to the student for a reasonable period of time.

## I. APPEALS PROCESS

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If the student does not agree with the determination or Resolution Agreement proposed by the Student Conduct Administrator, the student may appeal the charges and/or the sanction(s). The imposition of any sanction will be deferred until the conclusion of the appeals process.



The student may appeal the Student Conduct Administrator’s determination and must clearly state the basis for the appeal. Acceptable reasons for appeal include:

- The student disagrees with the outcome affirming responsibility for violation(s).
- The student disagrees with the sanctions, and believes the sanctions assigned are disproportionate to the severity of the violation, or are excessive, insufficient, or inappropriate.
- The student has new evidence, which was not available during the Student Conduct Administrator’s investigation process, but is sufficient enough to alter the Student Conduct Administrator’s determination.
- The Student Conduct Administrator failed to follow the student conduct proceedings.

All appeals must be directed to NYFA’s Campus Dean, or designee, via the NYFA Campus Dean’s email. All appeals must be written and should clearly articulate and support the basis for appeal. Appeals must be received within five (5) days of the date of the Resolution Agreement. Appeals must be sent from the student’s official NYFA e-mail.

NYFA’s Campus Dean will gather information for the basis of their determination including, but not limited to, information related to the case submitted by the Student Conduct Administrator, information about any previous cases with similar misconduct, the letter of appeal from the responding student, and any additional information NYFA’s Campus Dean may need to make a determination.

NYFA’s Campus Dean may uphold and impose the sanctions determined by the

Student Conduct Administrator, may adopt and impose different sanctions, or may reject any and all sanctions.

NYFA’s Campus Dean will issue a decision letter within ten (10) days after receiving the appeal. The decision of NYFA’s Campus Dean is final.

A decision letter containing the determination of NYFA’s Campus Dean will be delivered to the student and to the Student Conduct Administrator via NYFA email. NYFA’s Campus Dean may also notify other parties of the decision or may direct the Student Conduct Administrator to do so, if such parties are authorized to receive such information.

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## INTERIM AND EMERGENCY MEASURES

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The **Student Conduct Administrator** , Dean of Students, the Campus Dean, or designees, may authorize interim and/or emergency measures against a student or organization, pending student conduct proceedings, whenever there is evidence that deems interim measures are reasonable and necessary to protect the personal safety of person(s) within the NYFA community, or NYFA property, and/or to ensure the maintenance of order. Interim and/or emergency measures may include, but are not limited to No Contact directives, limitations on hours of attendance at certain events or in certain NYFA facilities, exclusion from certain events or NYFA activities, or a Procedural Hold.

### A. PROCEDURAL HOLD

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The Student Conduct Administrator may impose a Procedural Hold, pending student

conduct proceedings, where there is reasonable cause to believe that separation of a student is necessary to protect the personal safety of person(s) within the NYFA community, or NYFA property, and/or to ensure the maintenance of order.

A Procedural Hold may include exclusion from classes, or from specified NYFA activities, or from NYFA property.

1. Within twenty-four (24) hours after the imposition of the Procedural Hold, the Campus Dean or designee will review the information upon which the Procedural Hold was based. The Procedural Hold will stand unless the Campus Dean denounces the Procedural Hold within twenty-four (24) hours of its imposition. If the Campus Dean denounces the Procedural Hold, the action will be deemed void and a reasonable effort will be made to inform the student that the Procedural Hold is void.

Should the Procedural Hold be voided, that will have no bearing on NYFA's student conduct proceedings arising from the conduct, which prompted the Procedural Hold.

2. Upon imposition of the Procedural Hold, the **Student Conduct Administrator** will notify the student of the charges, the length and conditions of the Procedural Hold, and the opportunity for a hearing with the Student Conduct Administrator or designee to challenge the Procedural Hold.
3. Hearings to review Procedural Hold will have scheduling priority. The student may be accompanied by a Support Person. The student may present information to

contest the Procedural Hold, or to demonstrate that the Procedural Hold is unnecessary or that the conditions of the Procedural Hold should be modified. The Campus Dean is authorized to investigate the facts, which prompted the Procedural Hold and may lift the Procedural Hold or modify its conditions. Within three (3) days of the conclusion of the hearing, the Campus Dean will determine:

- a) If the Procedural Hold is necessary, and
- b) If the conditions of the Procedural Hold should be modified.

The result of the Procedural Hold hearing will have no bearing on NYFA's student conduct proceedings arising from the conduct, which prompted the Procedural Hold.

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## PRIVACY AND RECORDS RETENTION

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Student records are confidential. The disclosure of information from such records is subject to California, Florida, and New York Information Practices statutes, and to the Family Educational Rights and Privacy Act (FERPA), to which NYFA adheres.

In cases where the final outcome is deferred expulsion, expulsion, or suspension, NYFA's Registrar's Office retains the student conduct records permanently.

In all other cases, student conduct records will be retained for seven (7) years from the date of the final outcome. When there have been violations of NYFA's Student Conduct Code, the student conduct records pertaining to an individual student will be retained for seven

(7) years from the date of the final outcome or in the most recent case, indefinitely.

Upon receipt of a request from professional schools, graduate programs, employers, or others, for the disciplinary records of a student, and after the student provides a waiver authorizing the release of information, NYFA's Registrar Office will only report and/or release records where violations resulted in a sanction of deferred suspension, suspension, deferred expulsion, and/or expulsion.

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## AMENDMENT AND MODIFICATION

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Any amendments or modifications to NYFA's Student Conduct Code will be made by NYFA's Dean of Students, in consultation with appropriate NYFA faculty, staff, and administrators. Prior to adoption, such amendments will be submitted to NYFA's General Counsel for review for consistency with the NYFA policies, and federal and state law.

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## DEFINED TERMS

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### A. NYFA

The term NYFA means New York Film Academy, and all its educational operations.

### B. Faculty Member

Any person hired by NYFA to conduct classroom or teaching activities or who is otherwise considered by NYFA to be a member of its faculty.

### C. NYFA Community Member

A NYFA community member includes, but is not limited to, any NYFA student, faculty member, staff member, administrator,

employee, agent acting on behalf of NYFA, guest speaker, visitor, and/or any person affiliated with a NYFA activity during the time of the activity.

### D. NYFA Property

Includes all land, buildings, facilities, and other property in possession of or owned, used, or controlled by NYFA, and includes adjacent streets and/or sidewalks.

### E. NYFA Activities

NYFA activities may occur on or off campus and may include, but are not limited to, NYFA sponsored events, classes, field trips, student organization meetings or events, athletic events or practices, student led productions, and the like.

### F. Student Conduct Administrator

A NYFA official authorized by NYFA's Campus Dean to implement NYFA's Student Conduct Procedures and impose sanctions upon any student found in violation of the Student Conduct Code. The term "Dean of Students" is an internal designation and is not an official title.

### G. Complainant

A Complainant may be a student, administrator, or third party who presents or alleges information about a NYFA student that may be considered a violation of the Student Conduct Code.

### H. Respondent

A Respondent is a NYFA student or third party who has been accused of violating the Student Conduct Code.

### I. Working Days

Working days are Monday through Friday, excluding all official holidays or NYFA campus closures.

### **J. Notice**

Whenever written notice to a student is required by the Code, it will be conclusively presumed to have been furnished if the notice is sent to the student by NYFA email or the email address most recently filed with the Registrar's office.

### **K. Student**

The term "student" includes all persons enrolled in or registered for courses at NYFA, either full-time or part-time, pursuing a degree or certificate program. Persons who withdraw after allegedly violating the Student Conduct Code, who are not officially enrolled for a particular term but who have a continuing relationship with NYFA, or who have applied for admission are considered "students." Additionally, persons who have previously been enrolled and are eligible to return following a voluntary or involuntary medical withdraw, leave of absence, or vacation break are considered "students." The Student Conduct Code also applies to former students who committed violations of the Student Conduct Code during their time as a student.

### **L. Student Organization**

Any number of persons from the NYFA community who have created a group or organization which has met NYFA's requirements of recognition.

### **M. Support Person**

Any individual accompanying a student during any stage of the Student Conduct Procedures. The Support Person may be any person, including an advocate, attorney, friend, parent, NYFA staff, or NYFA faculty member who is not otherwise affiliated with the investigation. The role of Support Person

is only to provide support. The Support Person is not permitted to speak on behalf of the student or participate in any meeting or proceeding that is part of the Student Conduct Procedures and may not in any way disrupt any meeting or proceeding.

### **N. Witness**

Any person that may have information relevant to a case under review through the Student Conduct Procedures. A "witness" may participate in Student Conduct Procedures in person, by video, audio, or other forms of electronic communication, or through a written statement prepared for the purposes of a student conduct procedure.

# ZOOM CLASSROOM EXPECTATIONS

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The classroom is a learning-centered environment in which faculty, staff, and students are unhindered by disruptive behavior. NYFA's classroom expectations during this period of remote learning require that all students are held accountable to the same standards in the remote instructional environment as in a campus classroom. As when students are on-campus, students are expected to follow NYFA's expectations and values that are found in the NYFA South Beach Course Catalog.

Student behavior that is not consistent with NYFA's expectations or values are subject to possible disciplinary action through the Student Code of Conduct. These expectations include but are not limited to: attending class, arriving to class on time, wearing appropriate clothing and attire, respecting the instructor, supporting fellow classmates, coming to class prepared, and turning work in on time. The institution expects students to act in a mature manner and to be respectful of the learning process. As such, faculty members have the authority to manage their online classrooms to ensure an

environment conducive to learning.

In remote teaching, advising, chatting, and other engagement in course activities remotely there is a reasonable expectation that photographing, screen capture, or other copying methods or recordings will not occur without express permission from all participants.

Do not record your courses and do not release or sell course materials to others.

Violation of this policy may result in dismissal from class and will be reported as a violation of the Student Conduct Code.

Students must have their camera on at all times during their Zoom Classroom. If extenuating circumstances require that a student turn their camera off, the student must reach out to the class instructor PRIOR to the start of class to ask for permission to attend class without video. Students who receive permission for a particular class to turn their video off are required to listen and fully participate in class.

# INSTITUTIONAL POLICES

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## ACADEMIC FREEDOM POLICY

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The New York Film Academy believes in the free pursuit of intellectual and artistic inquiry and exchange of ideas by and between instructors and students. Controversial subjects may be explored without fear of censure, retribution or reprisal, so long as the work occurs within the scope of the New York Film Academy education and is consistent with its stated Academic Freedom Policy. This Institutional Academic Freedom Policy will be made available to any person upon request. Students, staff and faculty are free to express themselves and explore their artistic horizons as they see fit, provided that they remain in compliance with local, state, and federal law, and so long as they can successfully demonstrate that the work discussed/performed/completed was created with an artistic intent. Pornographic depictions created with commercial intent or used for commercial purposes will not be tolerated, and the creators of such work will be subject to expulsion/dismissal from the New York Film Academy. Instructors are free to discuss controversial subjects in class and screen controversial works without fear of reprisal, so long as the work serves the overall goal of New York Film Academy curriculum. Work that contains nudity, graphic sexual depictions, extreme violence, and/or excessive profanity may be precluded from a public screening at the discretion of the administration. Films precluded from public presentation will be screened in private for an appropriate, invited audience.

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## ACADEMIC HONESTY & CREATIVE INTEGRITY

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The New York Film Academy expects all students to be responsible individuals who insist on high standards of honesty, personal conduct and creative integrity.

Academic honesty extends to all school projects, productions and exercises, both on and off the NYFA campus. Students must maintain a high standard of honesty in declarations and descriptions of these projects to faculty, administration and staff, as well as other agencies and vendors.

Plagiarism is the attempt, successful or not, to pass off someone else's words or ideas as your own. Any copying from another student, or lifting/paraphrasing passages from the internet, books or any other source, without giving proper credit, is considered dishonest.

The New York Film Academy expects all students to be responsible individuals who insist on high standards of honesty, personal conduct and creative integrity. All assignments and exams must represent the student's own work, and all quotes and other external sources used in research papers must be properly cited.

All reported incidents of plagiarism, cheating, persistent and severe hindrance in other students' work and other forms of dishonesty and misconduct are considered serious offenses and will be investigated per the Student Conduct Code and may result in an automatic zero for the assignment. The student will be subject to a mandatory

Disciplinary Review Hearing with the Campus Deans, Dean of Students, and department chair at which further penalties – failing the course, suspension, and/or expulsion – may be imposed.

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## FREEDOM OF SPEECH

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The New York Film Academy is an open, artistic environment. While we embrace the artist’s right to free speech and expression, any form of discrimination (whether based on age, race, religion, gender, gender identity or sexual orientation, etc.) will not be tolerated. Libel and slander are strictly prohibited. Any NYFA student, faculty or staff found guilty of defamation against any other student, faculty or staff is subject to disciplinary action, including probation, expulsion or termination.

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## COPYRIGHT INFRINGEMENT POLICY

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Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work.

In the file-sharing context, downloading or uploading parts or whole copyrighted works without authority constitutes an infringement. Students are reminded that copyright infringement is a criminal offense and convictions may include jail time and/or severe fines, with a maximum penalty of \$150,000 per instance in the United States.

New York Film Academy students are forbidden from illegally downloading, uploading or sharing pirated material on campus, including, but not limited to, software, torrents, films and television shows. Failure to comply with the institution’s policy will result in disciplinary action.

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## INTELLECTUAL PROPERTY

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Intellectual property refers to exclusive copyright, trademarks, patents and other legally recognized rights to intangible assets, including literary, cinematic and artistic works.

Students must adhere to industry standards and institutional policies regarding copyright laws, with respect to material they wish to produce. For New York Film Academy coursework, students may be advised not to use, or may be prohibited from using, characters, music, and other source material to which they do not have rights. Students working on adaptations are encouraged to use material that is in the public domain. Students may direct any questions they have regarding appropriate use of intellectual property to faculty or administration.

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## OWNERSHIP POLICY

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The creative works produced by students at the New York Film Academy in fulfillment of class assignments, or as individual study projects, with or without NYFA equipment, and with or without extra funds (hereafter called, “Student Works”), have a dual nature. First and foremost, the production of Student Works is intended as an educational experience. However, the product of that educational experience is an item of property

that may have a market value for its creator(s) after the end of the program of study.

Student Works are prepared for educational purposes, not as commercial products, and the potential financial value of Student Works is, at most, a secondary benefit of their creation. Therefore, it is in the interest of NYFA students and NYFA as a whole that each Student Work remains subject to certain restrictions until the educational experience associated with it has been completed.

All Student Works are subject to the following ownership policy:

All Student Works are owned by the student(s) who create(s) them.

Division of ownership among students who co-create Student Work is based on agreement among themselves and NYFA has no interest or authority to determine the division of that shared ownership.

Any income from distribution of any Student Work shall be the property of the student(s) who creates such work.

All students who create Student Work are responsible for such Student Work, including without being limited to, for determining and ensuring that such Student Work does not violate or infringe on any copyright, any right of privacy, or any other right of any person, and that such Student Work is not libelous, obscene, or otherwise contrary to law. Such students shall also be responsible for obtaining any necessary permission for the use of any copyrighted materials included in such Student Work.

Any advice or assistance given by any faculty member or other representative of NYFA to any student in relation to the foregoing responsibilities, or otherwise in relation to the

preparation or production of a Student Work, shall not be construed (a) as the assumption of such responsibility or of any liability by such person, by NYFA; (b) to deem NYFA or such person a joint venturer with such student; or (c) to grant such student the power, right, or authority to create any obligation or responsibility on behalf of, or otherwise, to bind NYFA, or such person.

Each student who creates or participates in the creation of a Student Work agrees to indemnify and hold harmless NYFA against any loss, damage, liability, or expense that they incur as a result of the preparation or production of such Student Work, including, without being limited to, any material in such work that infringes or violates any copyright, right of privacy, or any other right of any person, or is libelous, obscene, or contrary to law.

During a student's matriculation in a NYFA program, to ensure that each student and faculty member has a meaningful opportunity to participate in the educational process occasioned by the production of each Student Work, the student(s) who owns each Student Work agrees not to distribute such Work in any manner, whether by sale or other transfer of the ownership or other rights, license, lease, loan, gift, or otherwise, except for entering such Work in festivals or competitions. Further, student agrees to make such Student Work available to other students and to faculty members of NYFA for any use relating to his or her education or to the education of such other students, until such student, or if more than one student owns such Student Work, until all such students have either graduated from NYFA or are no longer matriculating there. The senior administration of NYFA may, in its sole



discretion waive these restrictions for any reason satisfactory to the administration.

The student(s) who owns each Student Work grants NYFA a perpetual license to use, reproduce, display, or perform such prints or other copies anywhere and for any reason, including, without being limited to, publicizing NYFA, without any royalty or other payment of any kind to the student(s). Such student(s) also agrees that he or she will not make any contract or commitment regarding the Student Work contrary to this policy or in derogation of the rights granted to NYFA by this policy, and that he or she will sign any document reasonably requested by NYFA to confirm or enforce any of the rights granted to the School by this policy.

The New York Film Academy reserves the right to use a student's name, likeness, and creative works in brochures, advertising, the web, and in any other promotional materials or for educational purpose.

All Student Works must include the following credit as written:

### **PRODUCED AT THE NEW YORK FILM ACADEMY**

PLEASE NOTE: This ownership policy does not apply to any group work done as part of class, such as Production Workshops or Acting for Film productions. Those works are explicitly produced and owned by the New York Film Academy with all rights reserved by the New York Film Academy.

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## **STUDENT & INSTRUCTOR NON-FRATERNIZATION POLICY**

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Intimate relationships/dating between students and faculty or staff of the New York Film Academy is strictly prohibited.

Students and faculty may also not engage on personal online social media accounts. This does not include social media accounts created for professional work (i.e., an instructor's professional Facebook page as an actor, or professional Instagram account as a photographer) or pages created expressly for the use of the class approved by NYFA.

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## **DIVERSITY & NON-DISCRIMINATION POLICY**

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To foster a diverse, safe and productive learning and work environment, every student, instructor and staff is entitled to be treated in a fair and appropriate manner irrespective of:

- Race
- Ethnicity
- Nationality
- Disability
- Gender
- Age
- Sexual orientation
- Religion
- Political beliefs

NYFA embraces gender diversity. We welcome transgender students/faculty/staff/guests to utilize the school restrooms that correspond with their gender identity.

This list is intended to be illustrative and is not exhaustive. Striving for a bias-free environment is central to our mission. All students, staff and faculty are obliged to adhere to the Diversity Policy.

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## REPORTING DISCRIMINATION

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Discrimination is defined as treating members of a protected class less favorably because of their membership in that class. The protected groups are set forth in the School's Diversity & Non-Discrimination Policy (see above).

Harassment is a type of discrimination involving oral, written, graphic or physical conduct relating to an individual's race, color, or national origin (including an individual's ancestry, country of origin, or country of origin of the individual's parents or other family member) or other protected characteristic that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to work for, participate in or benefit from the educational institution's programs or activities.

The New York Film Academy is committed to responding quickly and constructively to bias and discrimination complaints, and ensuring that all individuals feel comfortable coming forward with a complaint. Any student, faculty or staff member who has witnessed or experienced discrimination, or harassment on campus should immediately report the incident in one of the following ways:

- File a complaint form available in Appendix B of this handbook with the compliance officer.
- Complete and submit the online Complaint Form found on the NYFA Student Hub at <https://hub.nyfa.edu/>
- Send an email to the Campus Dean, [maylen.dominguez@nyfa.edu](mailto:maylen.dominguez@nyfa.edu), Maylen Dominquez.

NYFA will take the appropriate action to protect faculty, staff and students from discrimination, investigate any allegations or complaints and interview all parties involved to find effective resolutions. Depending on the findings of the investigation and at the discretion of the school, any student, faculty or staff member who violates the policy may be suspended or dismissed. In some cases, students, faculty or staff members who wish to continue their study or employment may be required to attend a Diversity/Sensitivity Training course at their own expense.

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## STUDENT GRIEVANCE AND RESOLUTION PROCESS

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The New York Film Academy welcomes students' opinions and feedback, positive and negative, regarding policies, programs, and services. We view student complaints as opportunities for NYFA to identify and rectify any serious or systematic problems or issues affecting the quality of student life.

NYFA will address all appropriate student grievances promptly. A grievance is considered appropriate if a student expresses feelings of dissatisfaction concerning any application or interpretation of the NYFA administration or management-related policy. The grievance process is as follows:

- Complaints or grievances should be completed and submitted online via <https://www.nyfa.edu/complaint-procedure-form/>
- The dean of students will forward with immediacy all received and completed complaint forms to the Campus Dean.
- Within two weeks of receiving a complaint, the NYFA administration will investigate the received

complaint/grievance; all relevant parties will be interviewed and all documents related to the complaint/grievance will be reviewed.

- NYFA Administration will render a decision and the complainant will be notified of the decision in writing (provided the complainant is not anonymous).
- NYFA Administration will provide the complainant one week (seven days) to respond; the complainant can either agree or disagree to the decision. All responses must be submitted to the dean of students in writing. The dean of students will immediately forward the received responses to the Campus Dean. Failure of the complainant to respond in one week (seven days) will be interpreted as acceptance of the decision).
- If the complainant disagrees, he/she has the option of appealing the decision by submitting a written appeal to the dean of students, or contacting the New York State Education Department. The Dean of Students will immediately forward all received appeals to the Campus Dean.
- If the complaint is determined to be valid, all necessary steps will be taken to provide the appropriate remedy for the complaint.
- Grievances or complaints may be submitted anonymously; however, when the complaint is submitted anonymously, NYFA administration will not be able to inform the complainant of its decision and response.
- A written summary of all complaints will be kept in Student Records for a minimum of six years, following the date that the complaint was first received.
- For specific sex-based discrimination and sexual misconduct student rights and grievances, please see Appendix A: Sex-

Based Discrimination & Misconduct Procedures.

The following matters are not handled as student complaints within the scope of this reporting procedure, but may be directed for attention as follows:

- Grade appeal (Registrar's Office)
- Curriculum matters (Academic Department)
- Certificate requirements (Registrar's Office)
- Sexual misconduct, harassment or discrimination (Title IX Coordinator)
- Financial Aid/Tuition disputes (Financial Aid and/or the Bursar's Office)

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## EXTERNAL COMPLAINT PROCEDURE

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To file a complaint against a nonpublic postsecondary institution in Florida, please write a letter or send an e-mail containing the following information:

1. Name of Student (or Complainant)
2. Complainant Address
3. Phone Number
4. Name of Institution
5. Location of the Institution (City)
6. Dates of Attendance
7. A full description of the problem and any other documentation that will support your claim such as enrollment agreements, correspondence, etc.
8. The complaint process of the Commission involves contacting the institution to obtain their response to your complaint. If you do not want the Commission to contact the institution you are attending, you must state so in your complaint; however, doing so will greatly hinder

the Commission's ability to assist you with your complaint.

Send Letter To:

Commission for Independent Education  
325 W. Gaines Street, Suite 1414  
Tallahassee, FL. 32399-0400

Or E-mail: [cieinfo@fldoe.org](mailto:cieinfo@fldoe.org)

Or Fax: 850-245-3238

**Note:** Documents received in this office are considered public record. Confidentiality cannot be guaranteed. This office cannot give legal advice to any individual or take any legal action on behalf of any individual. We will investigate your complaint to see what assistance, if any, we may be able to offer.

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## EDUCATIONAL PRACTICES PETITION

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According to Title 8, Education Department, Chapter 1, Board of Regents, Part 19, Education practices:

(A) A petition filed by or on behalf of a person aggrieved by alleged unfair educational practices as defined in section 313 of the Education Law shall be in writing, the original being signed and verified, and shall contain the following:

(1) If the petition is filed by the applicant, the full name, address and age of the person filing the petition. If the petition is filed by parent or guardian, the full name and address of the person filing the petition and the full name and address of the person in whose behalf the petition is filed.

(2) The full name and address of the institution against which the petition is filed.

(3) A specific charge of discrimination

because of race, religion, creed, color or national origin, followed by a clear and concise statement of the facts which constitute the alleged unfair educational practice.

(4) The date or dates of the alleged unfair education practice.

(5) A transcript of the academic record (high school or college) and the academic rank (position, decile or quartile) of the applicant, signed by the registrar or other appropriate official.

(6) A statement (to be made on a blank supplied by the Education Department) of other facts about the applicant which might be influential in his acceptance or rejection for admission, such as his test scores on scholastic aptitude or achievement examinations, academic honors or awards received, his main interests, his extracurricular activities and the names of his references.

(7) A statement as to any action or proceeding instituted in any other form for the unfair educational practice alleged in the petition, together with a statement as to the disposition of such action or proceeding.

(B) Education Practices Administration, State Education Department, at its office in Albany, NY, and may be filed by personal delivery, ordinary mail or registered mail, addressed to the Office of the Education Practices Administration.

(C) A petition may be amended by the petitioner.

(D) When a petitioner is unable to supply his test score in a scholastic aptitude test, the administrator may require the petitioner to take a standard scholastic aptitude test.

# THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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The Family Educational Rights and Privacy Act of 1974 (FERPA) is a federal law that pertains to the release of and access to student education records. FERPA affords students the right to have access to their education records, the right to seek to have their records amended, and the right to have some control over the disclosure of personally-identifiable information from their education records. The law applies to all schools that receive funds under applicable programs administered by the U.S. Department of Education. In accordance with FERPA, issued by the Department of Education, the New York Film Academy has adopted the following policies and procedures.

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## EDUCATION RECORDS

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Under FERPA, “education records” are defined as records that are directly related to a student and are maintained by an educational agency or institution, or by a party acting for the agency or institution. Education records can exist in any medium, including: typed, handwritten, digital, videotape, audiotape, film, and email, among others.

Not all records are considered education records under FERPA. For example: records that are kept in the sole possession of the maker and not shared with others, certain medical treatment records, law enforcement unit records, and certain employment records. Also, records created or received after an individual is no longer a student, and which are not directly related to the individuals

attendance as a student, are not considered education records under FERPA.

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## DIRECTORY INFORMATION

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In accordance with FERPA, NYFA may disclose Directory Information without a student’s consent and without a record being made of these disclosures. NYFA acknowledges that some Directory Information may be considered more sensitive to some community members and therefore, will make reasonable efforts to only share Directory Information with those who have a legitimate need to obtain such information.

NYFA defines Directory Information as follows:

- Name
- E-mail address
- Major field of study
- Enrollment status
- Dates of attendance
- Degrees, certificates, and awards received
- Date of graduation
- Participation in officially recognized activities and sports
- Photographs

Students may withhold their Directory Information from disclosure. Information on withholding or restricting Directory Information can be found by accessing the form entitled NYFA Request to Restrict Student Directory Information.

The request for confidentiality will remain in effect until the student submits a written request authorizing the release of information. The request for confidentiality applies to insurance companies, potential employers, and other third parties. Students are advised to consider carefully the impact of having directory information withheld.

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## DISCLOSURE OF EDUCATION RECORDS

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In general, NYFA may not disclose personally-identifiable information from a student's education records without the student's prior consent. Students may grant permission to access FERPA-protected records to individuals such as a parent, relative, spouse/partner etc. by indicating the individual(s) name(s) and relationship to the student in the NYFA FERPA Authorization Form.

However, FERPA allows NYFA to disclose such information under the following conditions, among others:

- School officials with legitimate educational interest
- Other schools to which a student is transferring
- Specified officials for audit or evaluation purposes
- Appropriate parties in connection with financial aid to a student
- Organizations conducting certain studies for or on behalf of the school
- Accrediting organizations
- To comply with a judicial order or lawfully issued subpoena
- Appropriate officials in cases of health and safety emergencies
- Custodial parents or guardians if a student, under the age of 21 at the time of notification, commits a

disciplinary violation involving alcohol or a controlled substance

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## INSPECTION OF EDUCATION RECORDS

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NYFA Students have the right to inspect and review their education records. Requests to inspect records can be submitted to the Registrar's Office. NYFA does not maintain education records in any one central office but the Registrar's Office will provide contact details of the appropriate official in each office to the requesting student. Requests for access will receive a response within forty-five days and the student will be notified of the time and place where the records may be inspected.

NYFA students do not have the right to access certain records, such as:

- Confidential letters of recommendation if the student has waived the right to access in writing
- Records of NYFA faculty and staff members that are made for, and restricted to, their personal use
- Custodial parents' or guardians' financial records
- Records that also contain information on other students. Unless otherwise permitted or required by law, students may only inspect, review, or be informed of information directly related to themselves

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## AMENDING EDUCATION RECORDS

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NYFA students have the right to have their education records maintained accurately and may request amendments of records that they believe are inaccurate, misleading, or in

violation of their rights under FERPA. A student may also ask that additional material be inserted in the education record. Requests for an amendment to an education record, or the addition of material, should be submitted at the conclusion of the record review.

The reasons for the amendment request should clearly identify the part of the education record the student wants changed and specify why it is inaccurate or misleading. There is no obligation on the part of NYFA to grant such a request.

The process of amending a student's education record applies only to information that has been recorded inaccurately, incorrectly, or that violates the student's rights under FERPA. It is not a process to appeal grades or other subjective judgements with which a student disagrees but that have been recorded correctly.

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## COMPLAINT PROCEDURE

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NYFA students have the right to file a complaint with the Family Policy Compliance Office of the U.S. Department of Education concerning alleged failures by NYFA to comply with the requirements of FERPA. Complaints must be submitted within 180 days of the date of the alleged violation or of the date that the student knew or reasonably should have known of the alleged violation and must contain specific factual allegations giving reasonable cause to believe that a violation of FERPA has occurred. Complaints may be sent to:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC

20202-4605

Any questions regarding this policy should be directed to the Registrar's Office.

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## PARENT/GUARDIAN NOTIFICATION POLICY

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The purpose of this policy is to clarify rare and specific circumstances by which the New York Film Academy will disclose information to a parent or legal guardian about a student without the student's expressed and prior consent. Such communication pursuant to this policy is motivated by the determined need of the institution to promote the student's safety and/or welfare and/or to ally with the parent/legal guardian in providing the student urgent and needed care, support and assistance.

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## LAWS REGULATING ACCESS TO STUDENT RECORDS

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NYFA observes and is guided by all federal and state laws and regulations governing disclosures of information about students by an institution of higher learning. Nothing in this parental notification policy supersedes provisions of federal and state laws governing such disclosures.

The Family Educational Rights and Privacy Act is a federal law enacted in 1974 to protect students' rights to privacy. The law grants each student the right to control disclosure of information contained in the student's educational record. Parents and students are encouraged to understand the various aspects of FERPA regulations, including but not limited to students' rights under FERPA, what defines the student educational record, and the specific circumstances by which FERPA

permits institutions of higher education to grant parents/legal guardians access to students' educational records. NYFA's complete statement on FERPA is published in the NYFA Catalog.

Counseling records are not part of students' educational records. The rights of access to students' counseling records and/or information disclosed in the context of a counseling session is governed by professional licensing laws and statutes governing the disclosure of privileged communication between client and mental health care provider. A breach of confidentiality is legally required to prevent imminent violence and to investigate credible reports of child and elder abuse. NYFA's Counseling Services Consent to Treatment Form, presented to all students prior to their participation in counseling, details the nature and limitations of confidentiality and instances upon which the disclosure of privileged and protected mental health care information is required by law. Students 18 years or older own the privilege of their protected counseling record. Students under 18 years of age must obtain parental consent to participate in counseling; the parents of minors participating in NYFA Counseling Services hold the privilege of their child's protected counseling record.

### CIRCUMSTANCES WHEN PARENT/LEGAL GUARDIAN NOTIFICATION MAY OCCUR

To prevent harm and promote student health and safety, NYFA reserves the right to disclose information from the student's educational record to a student's parent or legal guardian without the student's expressed consent under the following circumstances:

- The student is seriously injured and/or seriously ill and is transported to a medical facility for urgent evaluation and treatment.
- The student is transported to a medical facility to receive evaluation and treatment in immediate response to a suicide attempt, alcohol poisoning, or drug overdose.
- The student, regardless of age, is found responsible for a third violation of the NYFA Alcohol and Drug Policy or demonstrates a pattern of behaviors indicative of high risk substance use.
- The student is arrested, taken into police custody, and/or incarcerated for behavior that transpired on NYFA premises, facilities contracted to house NYFA students, or during attendance of NYFA sponsored events.
- The dependent (as defined by the IRS) student is withdrawn from NYFA in response to not fulfilling academic expectations.
- The academic standing of a dependent (as defined by the IRS) student negatively impacts student's financial aid.
- The dependent (as defined by the IRS) student is found in violation of the NYFA Student Code of Conduct or NYFA Sex-Based Discrimination and Sexual Misconduct Policy and is sanctioned with suspension, expulsion, or loss of housing privileges.

### PROCESS OF PARENT/LEGAL GUARDIAN NOTIFICATION

Whenever possible, the Dean of Students or designee will inform the student of the intent of the college to contact the student's parent



or legal guardian. If the student's parents are divorced or legally separated, the student will be requested to designate the parent to be contacted.

The Dean of Students or designee will make contact with the parent or legal guardian via phone with immediacy in the event the student is experiencing a health and/or safety emergency. The Dean of Students or designee will make contact with the student's parent or legal guardian within 48 hours in the event the student is safe but needs urgent parental support.

The name and address of the Office that administers FERPA is:

**Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5901**

# ATTENDANCE & WITHDRAWAL POLICIES

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While there is no institution-wide attendance policy at the New York Film Academy, each department and course has academic policies and grade breakdowns that will be impacted by non-attendance. Students' academic performance will suffer if they are not in class to participate in the work that is required of them. Students are expected to refer to each course syllabus for the specific grading breakdown for that course.

Please note that when a student's performance in a course has reached a place where they can no longer successfully complete it, their Instructor will notify them that they can no longer continue in that course and will need to repeat it in a later semester.

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## OFFICIAL NOTIFICATION OF WITHDRAWAL

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Students must notify the registrar's office of their intent to withdraw from active enrollment status. Official notification occurs when a student completes and signs a NYFA withdrawal form. An official withdrawal date is determined by the date the student signs and submits the withdrawal notification and confirmed by the registrar's office. The withdrawal date will be used to calculate institutional refunds and any return of unearned Federal student aid funding.

The following withdrawal dates will be used when official notification is given:

- Date student began the formal withdrawal process or provided official notification or the last date of academically related activity if a student attends after their official notification of withdrawal.

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## UNOFFICIAL NOTIFICATION OF WITHDRAWAL

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When a student stops attending class without providing official notification of their intent to withdraw the withdrawal date will be determined using the following criteria:

- Last date of an academically-related activity - if records indicate that the student attended
- Date of illness, accident, etc. when student is unavailable to request an official withdrawal
- Beginning of a LOA if student does not return

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## ACADEMIC ATTENDANCE

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Academic attendance and "attendance at an academically related activity" include, but are not limited to:

- Physically attending a class with direct interaction
- Academic assignment submission
- Taking an exam, interactive tutorial, or a computer-based instruction
- Attending a school-assigned study group
- Participating in an online discussion that is academically related
- Interacting online with faculty about subject matter or to ask course-related questions

An academically related activity does not include:

- Participating in academic counseling or advisement

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## LEAVE OF ABSENCE

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Students who wish to take a leave of absence must consult their Department Chair and submit a Leave of Absence Petition Form to the Registrar's Office. To qualify for a leave of absence, you must be in good academic standing and be making satisfactory progress towards the completion of your degree or certificate program.

Students are permitted a leave of absence if they meet one of the following reasons:

- Medical emergencies due to illness or accident
- Family emergencies that require a break from full-time study
- Financial issues which affect students' ability to continue to matriculate

Typically, NYFA students are granted a leave of absence of up to 180 days (6 months), before they are asked to withdraw and re-apply to the program.

Each student's request is evaluated by the Department Chair, Registrar, Dean of Students and any other relevant department or office. In addition to speaking with their Department Chair, international students must contact the International Student Office, Veterans must contact the Veteran Affairs Office and Federal Student Aid recipients should contact the Financial Aid office PRIOR to submitting a Leave of Absence Petition, or risk defaulting on their status or loans.

International students on an F-1 student visa or J-1 educational exchange visa must consult their International Student Advisor if they are considering a leave of absence for any reason. An international student who needs time off due to a documented medical condition and wishes to remain in the U.S. must provide a doctor's letter so that the reduced course load can be approved and reported in the SEVIS system. Any deviation from the original program of study (or length of study) requires students to consult the International Student Office.

It is the student's responsibility to contact the respective offices, and it is not sufficient to only speak with an instructor or staff member prior to taking a leave of absence.

When a student does not return from an approved Leave of Absence, the withdrawal date is the date the Leave of Absence began.

# ACADEMIC POLICIES

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## EARLY DETECTION

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The New York Film Academy (NYFA) Dean of Students, faculty, and Registrar will take the following steps to ensure students are aware of their academic standing:

1. Instructors submit to the Department Chairs a list of students currently earning a C- (1.7 GPA) or below for their midterm grade (midterm deficiencies). (Reported at the midpoint of the 4-, 6-, and 8-week short-term programs and the 8<sup>th</sup> week of a term in the one-year or two-year programs.)
2. Department Chairs compile a list of those students facing midterm deficiencies in two or more courses in each program and submit the list to the Dean of Students.
3. The Dean of Students places students earning two or more C- and/or one F for their midterm grades on Academic Warning.
4. The Dean of Students sends emails to all students identified as on Academic Warning and requests meetings with those students.
5. The Dean of Students submits a report back to the Department Chair regarding if the student meeting was held and the

student's goals for improved performance.

6. If at the end of term, the student fails the course, the instructor must notify the Department Chair. The Department Chair must report to the Dean of Students and the Registrar the name of the student and the course failed. The Registrar then contacts the student regarding the failed grade(s) and potential actions needed to restore academic standing. The student is either placed on academic probation or deemed ineligible for either continuing onto the next semester or completing their program and earning a certificate of completion.

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## SATISFACTORY ACADEMIC PROGRESS (SAP)

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<https://www.nyfa.edu/federal-financial-aid/progress-policy.php>

NYFA Students are required to meet both qualitative and quantitative academic standards. This policy insures that students are progressing through their programs of study and identifies students who may be at risk of failing.

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## SAP DEFINED

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Satisfactory Academic Progress (SAP) is calculated by program for all active

students at the completion of each semester. SAP calculations for students in non-matriculating certificate programs will be calculated separately for each individual program.

Students in the Certificate, AFA or BFA programs with a cumulative GPA (Grade Point Average) less than 2.0 or students that have completed less than 66.66% of their cumulative attempted units in their current program of study have not met the minimum requirements for Satisfactory Academic Progress (SAP) for that program. Courses recorded as Incomplete, Withdrawn or with a grade of “F” are considered attempted but not completed.

### SAP WARNING STATUS

Students that have not met the minimum SAP requirements in the previous term will be sent an SAP warning letter at the beginning of the following term. Students in an SAP warning status will remain eligible for federal student aid funding and will be offered additional support services to improve their grades and GPA. Students meeting the minimum SAP requirements during the following term will be returned to satisfactory academic status.

### SAP PROBATION STATUS

Students who have been placed in a warning status that fail to meet the minimum SAP requirements at the completion of their “warning” term may be terminated from financial aid eligibility at NYFA.

Students that have been terminated for failing to meet SAP requirements who then petition for re-admission to their original program will be placed in SAP Probation Status. Students in this status will be ineligible for financial aid funding.

Students that have not met the minimum SAP requirements for two consecutive terms (regardless of a break in attendance) will be placed in SAP Probation status. Students in this status are not eligible for Federal Student Aid Funding and are notified of this status via an SAP Probation letter.

### SAP APPEAL PROCESS

Students may request an appeal of the SAP probation decision by completing an SAP Appeal Form and scheduling a meeting with the Department Chair to complete an academic plan. Appeals must include all supporting documentation indicating why the student was unable to maintain SAP during the previous term.

The completed SAP Appeal Form and academic plan must be returned to the Financial Aid Office for review. Approved appeals will result in a reinstatement of the student’s financial aid eligibility. Students that are not receiving financial aid will be contacted by the Registrar’s Office to complete both an appeal form and academic plan. Students are notified of the approval or denial of their appeal via the Appeal Letter sent by the Academic Advisor. Approved appeals will result in a reinstatement of the student’s aid funding.

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## GRADING

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The performance of all students in all New York Film Academy workshops and programs is evaluated on the A-F letter-grade system. (Students should be aware that there are certain individual courses within specific programs that are evaluated as Pass/Fail.) Letter grades are then translated into the standard four-point grading scale.

Classroom performance will be determined by a combination of preparation, class participation, and successful completion of all at-home and in-class exercises and assignments. Additionally, students are graded on all projects assigned within a particular course, workshop or program. This may include tests, papers, films, performances, or other assignments.

Each course is provided with a course syllabus on the first day of class. This syllabus includes the course schedule, readings, requirements for projects, a timetable for examinations, the method and criteria for grading, and the means by which students can contact the instructor outside the classroom.

Students receive **mid-term** and **final grades** for each term of every course in their program of study (with the exception of one-week workshops, which only receive final grades). Courses are given a letter grade or non-letter grade such as P or F (Pass or Fail) on the following grading scale:

A	4.0
A-	3.7
B+	3.3
B	3.0
B-	2.7
C+	2.3
C	2.0
C-	1.7
D+	1.3
D	1.0
F	0.0
IP	In Progress
P	Pass
I	Incomplete
W	Withdrew

Students may retrieve a copy of course grades from the Registrar's Office (Room 405) or the NYFA Online Student Hub (<https://hub.nyfa.edu/>).

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## FAILED COURSES

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When a student does not successfully complete a course, the student will need to repeat the course in a later semester.

Students are required to repeat a full semester if they do not successfully complete three courses in one semester or four courses cumulatively. Students are required to pay per-credit for make-up work and will have the opportunity to enroll in additional courses they have not yet completed, to maintain full-time status.

A student who has attempted and failed the same course three times will not be eligible to take the course again in their program of study, and may not be eligible to complete the program as a result.

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## ADD/DROP, CHANGE & WITHDRAWAL

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Typically, only *Liberal Arts & Science* courses can be added or dropped. Students have five days after the start of a semester to petition to add, drop or change the grading option and/or section of a course.

**The deadline is 5:00 pm on the fifth day of the semester.** Students must get approval from the Chair of the *Liberal Arts & Sciences* Department, before adding or dropping a course. Add/Drop forms are available at the Registrar's Office. Please check the Add, Drop, Change Dates section of this catalog for exact deadlines.

International students and students on the GI Bill® and Financial Aid must consult with appropriate departments to ensure full-time enrollment before dropping a course.

**Add:** Students must contact the Registrar's Office and/or Chair of the Liberal Arts & Sciences department to ensure that the intended course fits in with their schedule.

**Drop:** The decision to drop a course must be finalized by all departments by the end of the fifth day of classes. Petition to drop courses after the fifth day will only be accommodated with valid documentation of emergencies, such as illness, injury or death in the family.

**Change:** Students may only switch sections or courses within the same 5-day Add/Drop period, if the class is not already full.

**Withdrawal:** Non-attendance does not automatically withdraw a student from a course. To officially withdraw from a course after the Add/Drop period, the student must

contact the Registrar's Office and Department Chair.

Withdrawing from a course constitutes an attempt at completing the course past the Add/Drop Period. The course remains listed on the transcript and the student receives a "W" instead of a grade. All units in "W" status will be considered attempted but not completed in the student's calculation of on-time completion.

In a full-semester course, students may not withdraw past 12 weeks into the course without incurring an academic penalty. The student may petition to have the "W" removed from the transcript upon successful completion of the course. S/he may do so by submitting a petition in writing to the Director's Office. This process does not guarantee rescinding the "W" from the transcript.

### ***Students Paying Flat-Fee Tuition:***

Students on the flat-fee tuition system are those who complete their course of study without transferring in any credits. Those students are not eligible for a refund for courses dropped at any point in the academic year, as all courses are required within the prescribed curricula.

Students must repeat the dropped course in a subsequent semester when it is offered, by re-registering at no additional cost.

However, students must pay for courses that they repeat due to F grades on a per-credit basis. The determination of the per-credit costs will be based on their flat-fee tuition and will be provided to the student.

### ***Students Paying Per-Credit Tuition:***

Students who transfer credits into their program pay per-credit, based on the number of credits they register for each semester. These students are eligible for a per-credit

refund for any courses dropped during the Add/Drop Period.

Withdrawing from any courses after the five-day Add-Drop Period does not constitute a refund.

Students who fail to meet the minimum requirements of their Academic Plan during their probationary semester will no longer be eligible for student financial assistance.

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## THESIS & FINAL PROJECTS

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Students who do not fulfill academic requirements or fail to abide by institutional or campus-wide policies, may be prohibited from participating in showcases, screenings, pitch fests, exhibitions or any other capstone projects or presentations, including production.

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## GRADE APPEAL

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Any student who feels that their final grades are inaccurate has the right to initiate a grade appeal. For BFA and Conservatory students, appeals must be submitted within thirty (30) days after a course has been completed. For Workshop students, appeals must be submitted within fifteen (15) days after a course has been completed. Any grade appeals initiated after this period may not be accepted.

Grade appeals must state one (1) of the following reasons for appeal:

- The student believes that the instructor failed to follow the syllabus and/or grading rubrics. Students

should provide documentation (returned assignments, exchanges with instructor, etc.)

- The student believes grade penalty sanctions are disproportionate to the severity of violations, or are excessive, insufficient, or inappropriate.
- The student has new evidence, which is sufficient enough to alter the instructor’s determination and now available during the grading process.

To initiate a grade appeal, students must adhere to the following process:

Step 1	Student requests a Grade Appeal Form from the Registrar’s Office.
Step 2	All BFA students must meet with their Academic Advisor.
Step 3	Student submits completed Grade Appeal Form to the Department Chair
Step 4	Department Chair reviews supporting documents and communicates with instructor within ten (10) days of receiving completed Grade Appeal Form.
Step 5	Department Chair communicates with student within 2 weeks of receiving completed Grade Appeal Form.
Step 6	Within 1 week after the Department Chair’s meeting with the student, the Department Chair submits a recommendation to the Campus Dean and the Registrar.
Step 7	Within 2 weeks after receiving the Department Chair’s



	recommendation, the Campus Dean reviews and consults with all relevant parties, and notifies the student, instructor, & Department Chair of the final decision.
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- Complete and receive a passing grade on their Thesis project by the established deadline and in accordance with all guidelines.

Graduate students must:

- Maintain a cumulative GPA of a "B" (3.0) or higher.
- Complete and receive a passing grade on their Thesis project by the established deadline and in accordance with all guidelines.

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## GRADUATION REQUIREMENTS

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In order to graduate, NYFA students must successfully complete every course of study, and maintain a cumulative GPA of a "C" (2.0) or higher with no single grade lower than a "D." Students must also adhere to the School's Attendance Policy and Code of Conduct.

Students completing certificate programs must satisfactorily complete all requirements for graduation in a period no longer than 150% of the published length of the educational program measured in academic years, terms, clock hours completed, etc. as appropriate.

Students who do not fulfill academic requirements or fail to abide by institutional or campus-wide policies, may be prohibited from participating in showcases, screenings, live performances, pitch fests, exhibitions or any other capstone projects or presentations, including productions.

Furthermore, Undergraduate and Certificate program students must:

- Maintain a cumulative GPA of a "C" (2.0) or higher.

In addition to following NYFA's Academic Policies, all students must complete all required projects and/or thesis requirements and adhere to all institutional policies, including the Attendance Policy and Code of Conduct. Students must complete all requirements for graduation in a period no longer than 150% of the published length of the educational program, as defined by percentage of credit units attempted vs. completed.

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## DEAN'S LIST

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Degree students who earn a semester grade point average of 3.8 or higher (for MFA/MA students) and 3.6 or higher (for BFA/AFA students) are recognized by NYFA's Deans as a member of the Deans' List. Deans' List students may be invited to special events created solely for Deans' List students, and/or be emailed first for marquee NYFA events. They will also earn priority early registration, and the ability to choose LAS or departmental electives first, if applicable.

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## GRADUATION HONORS

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Degree students who complete their programs with a high overall grade point average (GPA) are recognized as honors graduates. Undergraduates (BFA/AFA) are honored with the traditional designations of cum laude (3.6-3.69 GPA), magna cum laude (3.7-3.79 GPA), and summa cum laude (3.8+ GPA). Graduate students (MFA/MA) are required to excel even further, and are honored with the same designations of cum laude (3.8-3.89 GPA), magna cum laude (3.9-3.94 GPA), and summa cum laude (3.95+ GPA). Honors graduates are recognized in the graduation ceremony program and on their official NYFA diploma.

have other SAP requirements to fulfill. Requests are evaluated on a case-by-case basis.

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## VACATION BREAK

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Students may request to take a semester off once they have successfully completed two consecutive semesters. The request must be submitted to the following administrators no later than 5 weeks prior to the semester they wish to take off:

- 1 Department Chair
- 2 Registrar
- 3 Associate Dean for Academic Affairs  
(for BFA transfer students.)
- 4 International Student Advisor,  
Financial Aid Director or Director  
of  
Veteran Affairs (if applicable.)
- 5 Dean of Students (if  
recommended by  
the Registrar or any other parties.)

For example, students who wish to take their 3rd semester off, must do so no later than Week 10 of the 2nd semester. Please note that your request may be denied if you are not in good academic standing or

# CREDIT EARNING POLICIES

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The New York Film Academy awards credit according to the following policy:

A semester unit consists of 3 hours of work each week for a period of 15-16 weeks. In lecture courses requiring outside preparation, 1 semester unit represents 1 hour of instruction and at least 2 hours of work outside of class, per week. In studio/laboratory courses, 1 semester unit represents 1.5 to 2 hours of instruction and at least 1 - 1.5 hours of studio/laboratory preparation, per week.

Under the supervision of the Dean of the College, Provost and School Directors, the Department Chairs plan program curricula with faculty involvement, and determine the appropriate number of instructional hours for every course/program and the amount of work/preparation outside of class students need to complete their study.

The Provost, Dean of the College and Department Chairs assign the appropriate credits for each course and program, based on the credit/hour formula designated above. In addition, the Associate Dean of Institutional Accreditation, Associate Dean for Academic Affairs and Registrar review the Florida Commission for Independent Education guidelines routinely to ensure that the New York Film Academy is complying with regulations.

These credit/hour designations are

reviewed with the Scheduling Department, where the above officers ensure that the appropriate semester and course length, number of class sessions and duration of class sessions are consistent in the course catalog and students' academic schedules

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## FULL-TIME STATUS

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In undergraduate and certificate programs, a minimum of 12 units per semester is required for students to maintain full-time status. In graduate programs, a minimum of 6 units per semester is required for students to maintain full-time status.

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## INDEPENDENT STUDY

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NYFA does not offer formal independent study programs, and evaluates students' needs on an individual basis. In special circumstances, students may be provided opportunities to pursue individualized study, which is defined as completing a course on a one-on-one basis with an instructor. Allowances may be made for students to complete specific courses in individualized study if/when it is determined by the Department Chair and Dean of the College that the student will achieve all of their course goals in a non-traditional learning experience. No more than 20 % of a student's education may be completed in individualized study form.

# TRANSFER CREDIT POLICY

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New York Film Academy accepts transfer credits towards the Liberal Art and Sciences courses in the BFA programs. To be accepted for transfer, courses must have been taken at an accredited institution, taken for a letter grade of a C or higher (where the C grade has the numerical equivalent of at least 2.0 on a 4.0 point scale); be a college-level course and must be the substantial equivalent of a course offered at the New York Film Academy. Decisions regarding the awarding of credit rest with the Associate Dean for Academic Affairs, or her/his designee. If credit is awarded, the length and/or requirements of the program may be adjusted. Only official transcripts, official score reports and official evaluations of foreign units shall be used for this review.

Transfer students must meet the same overall academic standards and requirements as students who enter the BA or BFA as freshmen. The studio arts curriculum at NYFA is highly specialized and integrated with very few electives and it is the general policy of New York Film Academy not to accept transfer units in studio arts from other academic postsecondary institutions. Grades from transfer courses are not used to calculate the NYFA grade-point average; only the course units transfer. NYFA may place further restrictions on the acceptance of transfer units in order to maintain the integrity of the BFA degree program. For this reason, courses, practica or internships, taken at other institutions may not transfer. Acceptance of units in

transfer does not guarantee that those units will be applicable to the BFA degree.

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## INSTRUCTIONS TO APPLY FOR TRASFER CREDIT

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1. Complete a Request For Transfer Credit Evaluation form. This form can be found in the appendix of this Catalog and on the NYFA Student Hub: <https://hub.nyfa.edu>.

\*If more than one institution was attended, use a separate form for each.

2. Review the New York Film Academy's transfer credit policies at:

<http://www.nyfa.com/admissions/bfa-admissions.php>.

3. Match your transfer course(s) with what you believe to be an equivalent New York Film Academy Course.

4. Attach a course description or syllabus for every transfer course.

5. Have an official transcript from each transfer institution mailed directly to:

New York Film Academy  
Office of the Registrar  
420 Lincoln Road, Suite 200  
Miami Beach, FL 33139

6. Email packet to NYFA registrar at: [SBRRegistrar@nyfa.edu](mailto:SBRRegistrar@nyfa.edu)

Credit from institutions outside the country must be equated to those at accredited US colleges and universities. It is the responsibility of the student to furnish NYFA with an original certified copy of an evaluation of his/her international units performed by World Educational Services or an equivalent service approved by the Office of the Registrar.

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## TRANSFER OF INTERNATIONAL CREDIT

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Credit from institutions outside the country must be equated to those at accredited US colleges and universities. It is the responsibility of the student to furnish NYFA with an original certified copy of an evaluation of his/her international units performed by World Educational Services or an equivalent service approved by the Office of the Registrar.

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## CREDIT FOR NON-TRADITIONAL EXPERIENCE

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The Vice President for Academic Affairs may authorize non-traditional course work for transfer upon review of relevant transcripts and other supportive materials. Such units, if granted, are only to be used for program requirements.

The institution maintains a written record of prior education and training of veterans and eligible persons and the record will clearly indicate that credit has been granted, if appropriate, with the training

period shortened proportionately and the student notified accordingly.

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## TRANSFER OF CREDITS WITHIN NYFA

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There are instances when students successfully complete one degree program at New York Film Academy and enroll in a subsequent NYFA degree program. In certain cases, these students may be able to transfer some credits from the original NYFA degree into the subsequent degree program by successfully testing or waiving out of a particular course or courses. In these situations, all decisions on credit transfer rest solely with the receiving program's academic department, and are subject to the following parameters:

**A student who has completed a BFA or BA at NYFA and subsequently enrolls in an MFA or MA in the same or a different discipline:**

- The maximum number of credits a student can test out of is 12.
- The student must have earned at least an A in the equivalent BFA/BA course to be eligible for testing out.
- Testing out will only be available for specific courses that are equivalents. The receiving department will determine which courses may serve as equivalents for others.
- The testing out process will need to be completed during the add/drop period at the beginning of the semester.
- The student must receive an A on the test to get credit for the course.
- A different course with the same credit value may be added to the student's

schedule to make up for the waived coursework.

- The transcript will list the grade as Pass/Fail.
- An administrative fee may be applied.

**A student who has completed an MFA or MA at NYFA and subsequently enrolls in an MFA or MA in a different discipline:**

- The maximum number of credits a student can be waived out of 9.
- The same or equivalent courses taken at the same level will be waived if the student has a B or higher. The receiving department will determine which courses may serve as equivalents for others.
- A different course with the same credit value may be added to the student's schedule to make up for the waived coursework.
- The request will need to be completed during the add/drop period at the beginning of the semester.
- The transcript will list the grade as Pass/Fail.

To maintain the integrity of its programs, NYFA only accepts transfer credits in the student's major area or discipline from its branch campuses, and transfer credits for Liberal Arts & Science courses towards their AFA, BA or BFA degrees. NYFA does not accept more than 30 units of Liberal Arts & Science from other schools. From NYFA's branch campuses, the LA campus will accept no more than 50 % of the total credits required to complete a degree or program.

Students desiring credit for previous academic work or training must submit a written request for such credit to the

Associate Dean for Academic Affairs, along with transcripts and/or official score reports. No requests for transfer credits can be evaluated until students have submitted evidence of completed coursework. All transfer credit requests must be made within the Add/Drop period, and students are encouraged to contact the Registrar's office or the Associate Dean for Academic Affairs prior to the first day of class, in order to ensure that all requisite material is received and evaluated in a timely manner. Students who fail to submit a transfer credit request and provide all required documents by the deadline will not have their credits transferred and must attend all mandatory courses in their program. Students are advised to check the Add/Drop Change dates listed under Academic Policies.

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## OTHER COURSE WORK

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Approved Internships or NYFA Summer Abroad programs shall be listed on the NYFA transcript as "transfer units."

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## NOTICE CONCERNING TRANSFERABILITY OF CREDITS & CREDENTIALS EARNED AT OUR INSTITUTION

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The transferability of credits you earn at NYFA is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree, diploma or certificate you earn in Filmmaking, Film & Media Production, Acting for Film, Screenwriting, Producing, Photography, Cinematography, Documentary

Filmmaking, 3-D Animation, Game Design and Media Studies is also at the complete discretion of the institution to which you may seek to transfer. If the credits or degree, diploma or certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at New York Film Academy will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending NYFA to determine if your credits or degree, diploma or certificate will transfer.

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## TUITION CREDIT

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Students who receive transfer credit for previous academic work or training may be entitled to a reduction in tuition. This reduction in tuition would be on a pro-rated, per credit unit basis, depending on the number and type of units transferred, and the course(s)/semester(s) to which they apply.

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## CREDIT TRANSFER TO OTHER INSTITUTIONS

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The New York Film Academy offers curricula measured in both credits and clock hours, depending on the program. Certificates of Completion are issued to students who meet clock hour requirements, of all programs, except the Bachelor of Fine Arts degrees. The degree programs will issue a Bachelor of Fine Arts in Acting for Film or Filmmaking. The granting of any college credit to students who participated in and /or completed a program operating under clock hours is solely at the discretion of the institution of higher education that the student may opt to subsequently attend.

**The New York Film Academy makes no representation whatsoever that any coursework taken at the New York Film Academy in New York City will be accepted toward the completion of any degree or certificate by any other postsecondary institution.** The receiving school always governs the acceptance of coursework for credit at another institution.

# HEALTH & WELLNESS POLICIES

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1. Student Immunization Policy
2. Student Health Insurance Policy
3. Student Drug & Alcohol Policy
4. Psychological Assessment Policy
5. Voluntary Medical Withdraw Policy
6. Involuntary Medical Withdraw Policy
7. Resuming Class Post Hospitalization



# IMMUNIZATION POLICY

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## REQUIREMENTS

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In compliance with applicable state laws and public health recommendations (New York State Laws (Public Health Law Section 2165 and Public Health Law Section 2167), Florida State Law (Education Code 1006.29), California Department of Public Health, Center for Disease Control), and to protect the health of our community, NYFA **requires** students enrolled in One-Year, Two-Year, AFA, BA, BFA, MA and MFA programs (For the NY campus, this is also a requirement for students attending 8 WK Acting for Film, 8 WK Photography, and 8WK Producing.) to submit **30 days prior to program registration** the following:

- Proof of immunity to Measles, Mumps and Rubella
- Proof of Meningococcal (Meningitis) vaccination OR a signed response form indicating consent to either obtain or decline vaccination

NYFA also requires that incoming students carefully read the Meningococcal and Hepatitis Information Sheets - two documents included in each student's acceptance packet.

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## MEASLES

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**All students born on or after January 1, 1957** must submit proof of immunity for measles, demonstrated by meeting one of the following three requirements:

- A. Two doses of live measles vaccine. The first dose must have been received no

- more than 4 days prior to the first birthday and the second dose received at least 28 days after the first dose, OR
- B. Physician's diagnosis of disease, OR
- C. Serologic evidence of immunity (blood test results confirming immunity)

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## MUMPS

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**All students born on or after January 1, 1957** must submit proof of immunity for mumps, demonstrated by meeting one of the following three requirements:

- A. One dose of live mumps vaccine received no more than 4 days prior to the first birthday, OR
- B. Physician diagnosis of disease, OR
- C. Serologic evidence of immunity (blood test results confirming immunity)

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## RUBELLA

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**All students born on or after January 1, 1957** must submit proof of immunity for rubella, demonstrated by meeting one of the following two requirements. Please note: Clinical diagnosis of rubella disease is not acceptable proof of immunity.

- A. One dose of live rubella vaccine received no more than 4 days prior to the first birthday, OR
- B. Serologic evidence of immunity (blood test results confirming immunity)

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## MENINGITIS

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All students are required to read the Meningococcal Information Sheet provided in each student's acceptance packet and provide one of the following four options:

- A. A verified immunization record and no response form. The verified immunization record must indicate at least 1 dose of meningococcal ACWY vaccine within the last 5 years OR a complete 2- or 3- dose series of MenB.
  - Bexsero - 2 dose series
  - Trumenba - 2 dose series (separated by at least 6 months) or a 3- dose series (3 doses given over the course of at least 6 months)
- B. A signed Meningococcal Response Form and an Immunization Record, as above
- C. A signed Meningococcal Response Form indicating that the student will obtain meningococcal vaccine within 30 days
- D. A signed Meningococcal Response Form indicating that the student will not obtain immunization against meningococcal disease

If the student has not received the meningococcal vaccine within the past 5 years, a signed response form must be submitted.

For students under age 18, the Meningococcal Response Form must be completed and signed by a parent or legal guardian.

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## HEPATITIS B

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All students are required to read the Hepatitis Information Sheet provided in each student's acceptance packet. For students under 18, the Hepatitis Information Sheet must be shared with and read by a student's parent or legal guardian.

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## HOW TO COMPLY WITH THE NYFA IMMUNIZATION POLICY

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All incoming students are required to submit, 30 days prior to program registration, the following:

1. **NYFA Student Immunization Record Form** verified, signed, and stamped by a healthcare provider (for students born on or after January 1, 1957), and
2. **NYFA Meningococcal Response Form** completed and signed by students 18 years of age or older or signed by a parent/legal guardian for students under age 18.

Information on where to submit the NYFA Student Immunization Record Form and the NYFA Meningococcal Response Form is noted on each form and based on the NYFA campus the student is attending.

Instead of submitting a signed and verified NYFA Student Immunization Record Form, students may choose to submit any of the

following to document their compliance with the NYFA Immunization Policy:

- a certificate of immunization signed by a physician;
- a copy of the immunization section of the cumulative health record from a prior school;
- a migrant health record;
- a community plan health record;
- a military immunization record
- the immunization portion of a passport;
- an immunization record signed by a physician, physician assistant or nurse practitioner, or an immunization registry record

Submitting any of these documents instead of the NYFA Student Immunization Record Form may lead to minor delays in registration, should such documents not clearly indicate the specific vaccinations received and their dates of administration.

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## EXEMPTIONS FROM IMMUNIZATIONS FOR MEASLES, MUMPS, RUBELLA

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**Medical Exemptions:** If a licensed physician or nurse practitioner, or licensed midwife caring for a pregnant student certifies in writing that the student has a health condition which is a valid contraindication to receiving a specific vaccine, then a permanent or temporary (for resolvable conditions such as pregnancy) exemption may be granted.

**Religious Exemptions:** A student may be exempt from vaccination if, in the opinion of the institution, the student and/or the student's parent or legal guardian (for

students younger than 18 years of age) holds genuine and sincere religious beliefs which are contrary to the practice of immunization. Requests for religious exemptions must be written and signed by the student or, for students under the age of 18, by the student's parent or legal guardian.

Letters requesting medical or religious exemptions are to be sent to:

FL Students:

[immunizationsFL@nyfa.edu](mailto:immunizationsFL@nyfa.edu)

LA Students:

[immunizationsLA@nyfa.edu](mailto:immunizationsLA@nyfa.edu)

NY Students:

[immunizationsNY@nyfa.edu](mailto:immunizationsNY@nyfa.edu)

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## MILITARY WAIVER/EXTENSION (PLEASE READ BELOW)

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Students honorably discharged from the military within 10 years from the date of application to this institution may attend classes pending the receipt of immunization records from the armed services. The proof of honorable discharge from the armed services shall qualify as a certificate enabling a student to attend NYFA classes until immunization records are received.

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## WHERE TO GO TO GET IMMUNIZED

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**Los Angeles Students:**

Students may be vaccinated at no cost for Mumps, Measles and Rubella at multiple locations within LA County. The Los Angeles

Public Health provides a list to the following locations, several of which are in close proximity to the NYFA LA Campus: <http://publichealth.lacounty.gov/media/docs/MeaslesVacClinics.pdf>

**South Beach Students:**

Students may be vaccinated for Mumps, Measles and Rubella at Miami/Dade Health District, 1350 NW 145h Street, Miami, FL, 33125:

<http://miamidade.floridahealth.gov/programs-and-services/clinical-and-nutrition-services/immunizations/index.html>.

The MMR vaccination is offered at no cost for students 18 years old and younger. For fees for all vaccinations offered to students over the age of 18, please refer to the website linked above. To schedule an appointment, call 786-845-0550. The facility is open Monday-Friday, 8:00am-4:40pm. MMR immunization services are also available at multiple pharmacies in close proximity to the South Beach campus

**New York Students:**

Students may be vaccinated at no cost for Mumps, Measles and Rubella at the NYC Health Immunization Clinic, Extension Downtown Brooklyn, 295 Flatbush Avenue, Brooklyn, NY 11201, Mondays-Fridays, 8:30am-2:30pm:

<https://www1.nyc.gov/site/doh/services/immunization-clinics.page>

MMR immunization services are also available at multiple pharmacies in close proximity to the NY campus.

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## CONSEQUENCES OF NONCOMPLIANCE WITH THE NYFA IMMUNIZATION POLICY

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Students not eligible for exemptions or waivers are strongly encouraged to fulfill all requirements of the NYFA Immunization Policy, fully described above, 30 days prior to their program start date.

New students who have not satisfied the NYFA immunization requirements prior to the day of registration will be granted a 30-day grace period to complete NYFA's immunization requirements. Students who do not meet the requirements of the NYFA Immunization Policy once their grace period has expired will be withdrawn from NYFA and will be ineligible for tuition and housing refunds.

All students not abiding by the NYFA Immunization Policy will be subject to dismissal.

# HEALTH INSURANCE POLICY

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## REQUIREMENTS

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NYFA requires all students to maintain health insurance coverage for the duration of their time attending a long-term program. To ensure compliance with NYFA's policy of mandated health insurance coverage, NYFA automatically enrolls and bills all One-Year, Two-Year, AFA, BA, BFA, MA and MFA students in the NYFA Student Health Insurance Plan (NYFASHIP). Costs for student health insurance coverage will be billed to students' accounts at the start of each term enrollment period.

NYFASHIP is a comprehensive insurance plan provided through Aetna, a nationwide provider of health insurance plans and services. NYFASHIP provides benefits and coverage for preventive, routine, emergency, specialty, inpatient and outpatient medical and psychological care, as well as medications prescribed by an in-state provider. NYFASHIP provides students annual health insurance coverage, September-September.

All long term NYFA students remain enrolled in NYFASHIP throughout their program duration, and are responsible for recurring insurance fees billed to their accounts, from the time of program registration and for the subsequent terms in which they remain enrolled in their academic programs.

Students who prefer to have and maintain alternative health insurance coverage may submit, each year or at designated times during the year, depending on program start dates, an application to waive out of NYFASHIP and dis-enroll from NYFASHIP coverage.

To dis-enroll from NYFASHIP, students must submit proof of comparable health insurance coverage by participating in the waiver request process. To effectively and continuously dis-enroll from NYFASHIP throughout program duration, students must successfully participate in the waiver request process at the time of program registration and for subsequent Fall(s)/September(s), for as long as they remain NYFA students.

## WAIVER REQUEST PROCESS

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Students who do not wish to participate in the NYFA Student Health Insurance Plan can request to waive enrollment by participating in the online waiver request process and submitting, through the online waiver portal, proof of comparable health insurance coverage. Students may request to waive out of NYFASHIP at the time of their first semester registration and at the time of every subsequent Fall semester registration.

Waiver requests must be submitted before a designated deadline. Deadline dates for online waiver request submissions will be posted and updated on the NYFASHIP website.

## FOR STUDENTS BEGINNING LONG-TERM PROGRAMS IN SEPTEMBER (FALL TERM):

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Students beginning long-term programs in the Fall Term who do not want to enroll in NYFASHIP are required to submit an online waiver request at the time of their first semester (Fall/September) registration and at the time of each Fall (Sept) semester

registration for the duration of their NYFA program, per deadline dates published on the NYFASHIP website.

### FOR STUDENTS BEGINNING LONG-TERM PROGRAMS IN JANUARY (SPRING TERM):

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Students beginning long-term programs in the Spring Term who do not want to enroll in NYFASHIP are required to submit an online waiver request at the time of their first semester (Spring/January) registration, at the time of the subsequent Fall (Sept) semester registration, and every Fall (Sept) semester registration, thereafter, depending on the duration of their program, and per deadline dates published on the NYFASHIP website.

### FOR STUDENTS BEGINNING LONG-TERM PROGRAMS IN MAY (SUMMER TERM):

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Students beginning long-term programs in the Summer Term who do not want to enroll in NYFASHIP are required to submit an online waiver request at the time of their first semester (Summer/May) registration, at the time to their second (Fall/September) semester registration, and every Fall (Sept) semester registration, thereafter, depending on the duration of their program.

Students who do not participate in the waiver process, students who submit waiver requests outside of the published time frame for their particular programs, and students whose waiver requests are denied will be enrolled in NYFASHIP until Fall (Sept) of the subsequent year.

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## WAIVER REQUEST DECISIONS

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Waivers are monitored, verified and approved by Aetna. Aetna will send timely email messages to students, confirming or denying approval of waiver.

Insurance plans that **DO NOT** typically meet requirements for waiver include out-of-state Medicaid plans, travel insurance plans, catastrophic plans and out-of-state HMO plans

Students whose waiver requests are denied will remain enrolled in NYFASHIP coverage until the subsequent Fall semester registration period, at which time waiver requests to dis-enroll in NYFASHIP for the upcoming year may be re-submitted.

Those students able to provide proof of comparable coverage through participation in the waiver request process will be dis-enrolled from the NYFA Student Health Insurance Plan. All charges for insurance premium costs and administrative fees billed to students' accounts will be removed or fully refunded.

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## NYFASHIP TERMS OF ENROLLMENT

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Students enrolled in NYFASHIP will receive health insurance coverage through NYFASHIP for the term enrollment periods spanning the time of program registration through Fall/Sept of the subsequent year. Fees for insurance coverage per each term enrollment will be billed to student accounts throughout their period of coverage. Students beginning programs in Fall/September will be billed for fall, spring and summer terms of

coverage (unless program graduation dates occur before the start dates of summer term enrollment). Students beginning programs in Spring/January will be billed for spring and summer terms of coverage. Students beginning programs in Summer/May will be billed for the summer terms of coverage. All students continuing in their programs beyond September will be automatically enrolled in NYFASHIP for the coming academic year (September-September) unless they dis-enroll from NYFASHIP for the coming year(s), through successful participation in the waiver request process.

Enrollment in NYFASHIP may be canceled if and only if: 1) a student’s waive request has been approved; 2) a student has graduated from a NYFA program; and 3) a student has withdrawn or been dismissed from a NYFA program.

Upon graduation from a NYFA program, students will retain their insurance coverage until the term’s end date. Graduated students are not eligible to renew NYFASHIP enrollment for subsequent terms.

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## COSTS

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### **New Students and Students Returning After an Extended Leave**

Annual (8/30/2020- 9/14/2021)	Fall (8/30/2020- 1/16/2021)	Spring (1/17/2021- 5/08/2021)	Summer (5/09/2020- 9/14/2021)
\$2562.00	\$938.00	\$756.00	\$868.00

\*Rates include term premiums and a NYFA administrative fee per term.

### **Continuing Students**

Annual (8/30/2020- 9/14/2021)	Fall (8/30/2020- 1/16/2021)	Spring (1/17/2021- 5/08/2021)	Summer (5/09/2020- 9/14/2021)
\$2459.00	\$835.00	\$756.00	\$868.00

\*Rates include term premiums and a NYFA administrative fee per term.

# NYFA DRUG AND ALCOHOL POLICY FOR STUDENTS

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New York Film Academy is committed to providing and sustaining for students, faculty and staff, a safe, healthy, and supportive environment conducive to optimum professional and personal growth and development.

In compliance with this objective and in accordance with United States Department of Education Drug Free Schools and Communities Act Amendment of 1989, Public Law 101-226, this document, distributed annually, informs students, faculty and staff of: 1) NYFA's institutional policies and standards of conduct related to alcohol and drugs, 2) the disciplinary sanctions under NYFA conduct policies for violations of standards of conduct related to use of alcohol and drugs, 3) legal sanctions and penalties related to the alcohol and drugs based on federal, state and local laws, 4) the health risks associated with alcohol and drug use, and 5) resources for help and treatment for the treatment of substance abuse and addiction

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## NYFA STANDARDS OF CONDUCT RELATED TO ALCOHOL AND DRUGS

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The following is strictly prohibited on NYFA premises and NYFA affiliated facilities (i.e. residence halls operated by a contracted agency) and while attending NYFA activities, events, workshops and curricula and co-curricular projects:

- Use, possession, sale, distribution and/or manufacture of alcoholic beverages, acting as an accessory,

liaison, or facilitator for any of the above, except at a time, location, and circumstance expressly permitted by NYFA and federal regulations

- Use, possession, sale, distribution and/or manufacture of narcotics or other illicit and/or controlled substances (including medical marijuana) or acting as an accessory, liaison, or facilitator for any of the above
- The misuse of legal pharmaceutical drugs
- Use or possession of drug-related paraphernalia
- Being under the influence, impairment, or being unable to care for one's own safety as pertains to use of alcohol and/or controlled substances and misuse of legal pharmaceutical drugs
- Possession, production, or provision of false ID
- Operating a motor vehicle while under the influence of alcohol or illicit drugs
- Administering drugs to individuals against their will and/or without their knowledge or consent
- Furnishing alcohol to a person under the age of 21
- Violating other federal, state and local laws regarding alcohol, tobacco, and controlled substances
- The smoking of tobacco, including the use of vaporizers and e-cigarettes, in indoor locations on NYFA campuses, outdoor locations not designated as smoking areas, and in attendance of



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## NYFA DISCIPLINARY SANCTIONS FOR VIOLATING STANDARDS OF CONDUCT FOR ALCOHOL AND DRUGS

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Students violating NYFA institutional policies and codes of conduct related to alcohol and drugs will be subject to disciplinary action. Disciplinary action(s) will be determined by the nature and severity of the behaviors in violation of the policies and conduct codes; mitigating and aggravating factors will also be considered in the determination of appropriate sanctioning. Possible sanctions for students violating the above-mentioned policies and codes of conduct include, in ascending order of severity, conduct warnings, educational trainings and/or assignments, fines, community service, parental notification, mandated off-campus substance abuse assessment, disciplinary probation, suspension, and expulsion.

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## MEDICAL AMNESTY POLICY

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NYFA values, first and foremost, the health and safety of its students. Students in medical crisis and students directly responsible for securing medical assistance to address a student's medical crisis resulting from alcohol and/or drug abuse or misuse may be granted medical amnesty. Amnesty may eliminate or significantly mitigate sanctions associated with violations of the NYFA Student Code of Conduct in regard to drug use, sharing prescription medications, underage consumption of alcohol, and possession and distribution of alcoholic beverages.

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## LEGAL SANCTIONS AND PENALTIES

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### FEDERAL LAWS

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Alcohol: Federal law establishes 21 as the national minimum drinking age. Only persons of legal age (21 years or older) may possess or consume alcoholic beverages.

Drugs: Federal drug laws, including the Controlled Substances Act, regulate the possession, trafficking, and manufacturing of drugs. Even though states have their own laws on drugs, federal laws supersede drug laws—including those regarding the medical/recreational use of marijuana. (Source:

<https://www.recovery.org/topics/guide-us-drug-laws/#federal-drug-laws>

It is a criminal offense under Federal law to manufacture, distribute, dispense or possess with intent to manufacture, distribute or simply possess a controlled substance, including marijuana. The sanctions for violation of these laws depend upon the particular offense and aggravating factors, such as the type and quantity of drugs involved. Factors considered to determine both drug classifications (controlled substances are classified as schedule I to 5) and penalties include the drug's potential for abuse, psychological and/or physiological dependence, scientific evidence regarding the drug's pharmacologic effects, public health risks, reported incidence of widespread abuse. These sanctions include fines, assigned community service, loss of federal student financial aid eligibility and imprisonment. For a detailed description of federal trafficking

penalties please refer to Appendix 1 (Source: <http://www.usdoj.gov/dea/agency/penalties.htm> ).

Prescription drugs are considered controlled substances. Being in possession of prescription drugs prescribed for another is a violation of federal law in exactly the same way as possession of marijuana and cocaine are violations of federal law.

The unlawful of selling prescription drugs is a felony; sanctions range from fines to incarceration.

Sharing prescription drugs is also unlawful. It is a criminal offense for a parent to share prescribed medication, such as Xanax, with a child. Likewise, it is a criminal offense for a student to share (or sell) his/her own prescribed pills of Adderall with a fellow student.

NYFA recognizes federal laws over state laws in defining illegal drugs. The use, possession, sale or distribution of any schedule 1 drug, such as marijuana, on campus or at a school related activity constitutes a violation and is cause for disciplinary action. Schedule 1 drugs include, but are not limited to: marijuana, MDMA, heroin, psilocybin, and GHB.

F1/M1 International Students: An international student arrested for an alcohol or drug related crime risks having his/her visa revoked. In most instances, an international student will be able to remain in the US; travel outside of the US, however, would require the student to apply for a new F1/M1 student visa to reenter the US. There is a risk the visa could be denied or the student may be required to take alcohol/drug prevention related classes before a visa is approved. An arrest may also impact a student's application for Post-

Completion Optional Practical Training. NYFA advises all international students to immediately seek advice from an immigration attorney if arrested.

Students Receiving Federal Financial Aid: If student receiving federal financial aid and, during the time of receiving federal aid, the student is convicted of violation(s) of federal or state laws related to the possession of sale of drugs, the student will be ineligible for a period of time determined by the nature and frequency of the offence. A student regains eligibility the day after the period of ineligibility ends, or when he or she successfully completes a qualified drug rehabilitation program that includes passing unannounced drug tests given by such a program. For additional and guidance, students are encouraged to consult directly with NYFA Financial Aid ([financialaid@nyfa.edu](mailto:financialaid@nyfa.edu)).

## STATE LAWS

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Alcohol – New York: The following are illegal actions, punishable as violation of NY State Law:

- The possession of alcohol by a person under age 21 unless the minor is accompanied by a parent or guardian.
- Purchasing, furnishing, serving alcohol to a minor. Violation of NY State Law 260.20 9d) is a class A misdemeanor punishable by a sentence of imprisonment up to one year.
- Possession, production or provision of a false ID, punishable by a \$100 fine and/or completion of an alcohol awareness program, and/or 30 hours of community service.
- Operating a non commercial motor vehicle with a BAC level higher than 0.08; According to NY State Vehicle and Traffic Law 1192, persons drinking while intoxicated may be subject to suspension or revocation of driving privileges in the state as well as fines up to \$1,000 and imprisonment up to one year.
- It is a violation of NY State Penal Law 260.21(3) to sell tobacco products to any person under the age of 18. This is class B misdemeanor and punishable by imprisonment up to three months.

Drugs – New York: According to NY Penal Law, Article 240.40, ( Appearance in public under the influence of narcotic drugs other than alcohol), it is a violation of NY State law to appear in public under the influence of narcotic drugs other than alcohol to the degree that a person may endanger themselves or other persons or property, or annoy other persons in their vicinity; this offense is punishable by fine and imprisonment up to 15 days.

Marijuana: Penal Law Section 220; Public Health Code Sections 3306, 3307

Marijuana – Possession:

Up to 25 grams	civil violation that incurs fines but no jail time.
25 grams -2 ounces	up to three months in jail and/or \$500 fine
2 - 8 ounces	up to one year in jail and/or \$1000 fine
8 - 16 ounces	1-4 years in prison and/or up to \$5000 fine (mandatory prison time for second offenses)
16 ounces - 10 pounds	1-7 years in prison and/or up to \$5,000 fine (mandatory prison time for second offenses)

Marijuana – Sale:

Up to two ounces without payment	up to 3 mo. in jail and/or up to \$500 fine
Cultivating or selling up to 24 grams	up to 1 year in jail and/or up to \$1,000 fine

25 grams to four ounces	1-4 years in prison and/or up to \$5,000 fine
4 to 16 ounces	1-7 years in prison and/or up to \$5,000 fine
Selling any amount to a minor	1-7 years in jail and/or up to \$5,000 fine

All other NYS laws regarding alcohol and other drugs can be viewed on the New York State Legislature website: <http://public.leginfo.state.ny.us/menugetf.cgi?COMMONQUERY=LAWS>

Alcohol – California: The following are illegal actions, punishable as violation of CA State Law:

- The possession of alcohol by a person under age 21 unless the minor is accompanied by a parent or guardian.
- Business and Professions Code 25658 makes it a misdemeanor in California to sell or furnish alcohol to a minor (someone under the state legal drinking age of 21). The misdemeanor penalties for this crime are up to one (1) year in county jail, and/or a fine of up to one thousand dollars (\$1,000)
- California Penal Code 470b makes it a crime to either display or possess any fake identification, with the intent to use that fake ID. The misdemeanor penalties for this crime are up to one (1) year in county jail, and/or a fine of up to one thousand dollars (\$1,000). The potential felony penalties are sixteen (16) months, two (2) years or three (3) years' imprisonment, and/or a fine of up to ten thousand dollars (\$10,000).
- Operating a motor vehicle with a BAC level higher than 0.08 (21 years or older), 0.01 or higher (21 years or younger) According to CA State Vehicle and Traffic Law 1192, persons drinking while intoxicated may be subject to suspension or revocation of driving privileges in the state as well as fines up to \$1,000 and imprisonment up to one year.
  - A first offense (without bodily injury) is punishable by nearly \$2,000 in fines and assessments, 48 hours in jail, several months of license suspension, and completion of a three-month alcohol education program. If you commit a third or subsequent DUI offense within a 10-year period, you may be sentenced to as many as 16 months in state prison, roughly \$18,000 in fines and assessments, and the requirement of a 30-month alcohol treatment program. Understanding the law will not only help you avoid committing a DUI, but also help you plan your next steps if you have been arrested for the offense.
  - The following chart lays out the basics of California DUI laws, including blood alcohol concentration (BAC) limits, penalties, and information about license suspension.

California DUI Laws: Blood Alcohol Concentration (BAC) Limits and Implied Consent:

"Per Se" BAC Limit	0.08 Percent
Zero Tolerance (Underage) BAC Limit	0.02 Percent
Enhanced Penalty (Aggravated) BAC Limit	0.16 Percent

California DUI Laws: Select Penalties

Minimum License Suspension or Revocation (1st, 2nd, 3rd offense)	6 months, 2 years, up to 10 years
Mandatory Alcohol Education, Assessment and Treatment	Both (education if under 21)
Vehicle Confiscation Possible?	Yes

Drugs – California: Below you will find key provisions of California’s drug possession laws. Statutes are found in the California Health and Safety Code Division 10, Chapter 6, Sections 11350-11651 et. seq. (Uniform Controlled Substances Act).

Controlled Substances, Not Marijuana – Possession: After Prop 47, the following crimes are punished as misdemeanors only, with penalties including up to one year in the county jail, *not state prison*:

- Schedule I opiates, opium derivatives, cocaine base, mescaline, peyote, or synthetic cannabis (including their isomers, esters, ethers, salts, and salts of isomers, esters, and ethers)
- Schedule II narcotics or opiates
- Schedule III hallucinogens, and
- Schedule III, IV or V

Marijuana: The basics of California marijuana laws are found in the following statutes, including Business & Professions Code Sections 26000, et seq.; Health & Safety Code Sections 11000, et seq.; 11357, et seq.; 11362.7, et seq.

#### Marijuana – Possession:

- Possession of more than 28.5 grams of marijuana, other than concentrated cannabis, is punishable by incarceration of up to 6 months, a fine of not more than \$500, or both
- Possession of not more than 28.5 grams of marijuana, legal for those 21 and over, an infraction for those 18 and under (mandatory drug education course and community service)
- Those 18 and over who possess more than 28.5 grams of cannabis, or more than 8 grams of concentrated cannabis may be imprisoned in county jail for up to 6 months and/or fined up to \$500.

#### Concentrated Cannabis – Possession:

- Possession of up to 8 grams of concentrated cannabis is legal, over 8 grams is punishable by incarceration of up to 1 year, a fine of up to \$500, or both

#### Marijuana – Sale:

- Sale by someone who does not possess a license to sell cannabis is a misdemeanor, which can result in up to 6 months in jail and/or fines up to \$500.
- A person who engages in commercial cannabis activity without a license will be subject to civil penalties of up to

three times the amount of the license fee for each violation, with each day of operation constituting a separate violation.

#### Marijuana – Additional Limitations:

- There are additional limitations to smoking and possessing marijuana even if a person is over 21. The limitations include (but are not limited to) smoking or ingesting cannabis in public, (except in accordance with § 26200 of the Business & Professions Code), smoking/ingesting while operating a vehicle, and possessing an open container while operating or riding as a passenger in a vehicle.

#### Alcohol – Florida: The following are illegal actions, punishable as violation of FL State Law:

- The possession of alcohol by a person under age 21 is unlawful.
- Florida Statutes S. 562.111 makes it a first-degree misdemeanor in Florida to sell or furnish alcohol to a minor (someone under the state legal drinking age of 21). The misdemeanor penalties for this crime are up to one (1) year in county jail, and/or a fine of up to one thousand dollars (\$1,000). Second or subsequent offense, is a mandatory revocation period of two (2) years
- Florida Statutes S. 322.212 makes it a crime to either display or possess any fake identification, with the intent to use that fake ID. The felony penalties for this crime are up to five (5) year in county jail, and/or a fine of up to one

thousand dollars (\$5,000). This is the current law and was amended, effective October 1, 1997.

- Operating a motor vehicle with a BAC level higher than 0.08 (21 years or older), 0.01 or higher (21 years or younger) According to FL State Vehicle and Traffic Law 1192, persons drinking while intoxicated may be subject to suspension or revocation of driving privileges in the state as well as fines up to \$1,000 and imprisonment up to one year.

Zero Tolerance for Drivers under 21: Florida has a Zero Tolerance law for drivers under 21. This means that any driver under 21 that is stopped by law enforcement and has a blood alcohol level of .02 or higher will automatically have their Florida drivers license suspended for 6 months. The .02 limit really means that you cannot have a single drink and drive. And that's the idea.

For drivers over 21 the legal limit in Florida is .08. Regardless of your age be aware that drinking and driving is considered a serious offense. Below we have summarized the penalties in the state of Florida for a first offense DUI, but the average cost including legal defense, fines, and auto insurance increases is \$8000.

Minimum jail sentences for a first, second, and third DUI conviction in Florida:

- First Offense DUI: A misdemeanor with penalties that include:
  - Up to 6 months imprisonment
  - 1 year probation (combined with imprisonment)
  - \$250 to \$500 fine

- 6 months to 1 year license suspension
- Community service (at least 50 hours)
- Substance abuse course (DUI school)
- Vehicle impoundment for 10 days
- First Offense DUI, Enhanced Penalties:
  - A DUI with a BAC over .15 or accompanied by a minor in the vehicle include the above penalties with these changes:
    - Up to 9 months imprisonment
    - \$1000 to \$2000 fine
    - Interlock Ignition Device on all vehicles for up to 6 months
- Second Offense DUI in More than 5 Years: A misdemeanor with penalties that include:
  - Up to 9 months imprisonment
  - Up to 1 year probation
  - \$500 to \$1000 fine
  - 6 months to 1 year license suspension
  - Substance abuse course (DUI school)
  - Vehicle impoundment for 10 days
  - Interlock Ignition Device on all vehicles for 1 year

Drugs - Florida: Florida Statute 893.13, et seq.

Marijuana: November 2017, Florida passed Amendment 2, or the Use of Marijuana for Debilitating Medical Conditions ballot, allowing medical marijuana to be cultivated and dispensed to qualified patients.

- A qualifying patient must qualify with a debilitating medical condition. Conditions accepted are listed as

follows:

- Cancer, Epilepsy, Glaucoma, HIV/AIDS, PTSD, ALS, Crohn's Disease, Parkinson's Disease, Multiple Sclerosis,
- Any other debilitating medical condition of similar nature where a physician feels marijuana would benefit the patient.
- Any patient with a qualifying medical condition must first obtain a physician certification. A physician certification is a written document from a licensed doctor stating the validity of the patient's debilitating medical condition, the doctor's professional opinion that marijuana use would outweigh potential health risks for the patient and the recommended duration of medical marijuana use.
- While some other states have experimented with marijuana legalization and decriminalization, marijuana remains illegal in Florida unless being used in medicinal cases. Possession of small amounts of marijuana is a crime in the State of Florida, albeit having less than 20 grams on you is a misdemeanor. While

the option of drug diversion programs may be available for some first-time offenders with no criminal history, it's still a criminal offense.

Marijuana – Possession:

- Under 20 grams: 1st degree misdemeanor; up to 1 year jail, fine
- Over 20 grams to 25 lbs or under 300 plants: up to 5 years jail, fine
- In excess of 25 lbs. is trafficking (1st degree felony)

Marijuana – Sale:

- 3rd degree felony, unless less than 20 g. for no consideration, then 1st degree misdemeanor: penalty as in §§775.082, 083, 084;
- Subsequent offense: 15 yrs.

Marijuana – Trafficking: All sentencing done pursuant to sentencing guidelines:

- 25-2000 lbs.: mandatory \$25,000 and 3 yrs.;
- 2000-10,000 lbs.: mandatory \$50,000 and 7 yrs.;
- Over 10,000 lbs.: 15 yrs. and mandatory \$200,000



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## HEALTH RISKS ASSOCIATED WITH THE MISUSE OF ALCOHOL AND OTHER DRUGS

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### Health Risks Associated with the Misuse of Alcohol:

Drinking excessively- over time or on a single occasion- can negatively impact one's health and wellbeing. Consuming very high doses of alcohol in the course of a defined period of time can cause respiratory depression, unconsciousness and, possibly, death. Moderate to heavy alcohol consumption over the course of a defined period of time may cause changes in cognition and behavior, such as disorientation, confusion, emotional lability, impaired judgment and coordination, and impairment in fine motor control, vision, speech, and hearing. Prolonged heavy use of alcohol can lead to physiological dependence, increased risk of certain cancers, liver disease, and death. Other consequences of alcoholism or prolonged heavy alcohol abuse are unemployment, financial loss, incarceration and other legal problems, and the dissolution of relationships with loved ones, family members and friends.

Underage drinking is associated with risky behaviors such as unsafe sexual activity, driving when under the influence, and experiencing or engaging in violent behavior. Each year, in the US, alcohol related injuries (homicide, suicide, and unintentional injury) cause 5,000 deaths among people under age 21. Also, individuals who begin drinking before age 21 increase their risk of developing alcohol use disorders. ( Source: [https://www1.nyc.gov/site/doh/health/health](https://www1.nyc.gov/site/doh/health/health-topics/underage-drinking.page)

[h-topics/underage-drinking.page](https://www1.nyc.gov/site/doh/health/health-topics/underage-drinking.page) )

For all individuals, the more drinks consumed in one day and the greater number of days of moderate to heavy drinking, the greater is the risk for: accidents and injuries, committing or being the victim of acts of violence, suicide, cancers of the mouth, throat, esophagus, liver, breast and colon, hypertension, and depression, dementia and other health disorders.

More specifically, one's physical health and functioning is jeopardized as a result of excessive drinking. Alcohol interferes with the brain's communication pathways, causing negative changes in mood and behavior and compromising cognition and motor coordination. Excessive drinking has been linked to increased risk of cardiomyopathy, arrhythmias, stroke and high blood pressure. Liver disease can also result from excessive alcohol consumption, causing steatosis or fatty liver, alcoholic hepatitis, fibrosis, and cirrhosis. Alcohol causes the pancreas to produce toxic substances that can lead to pancreatitis, a condition that can be associated with life-threatening complications. (Source: National Institute on Alcohol Abuse and Alcoholism:

<https://www.niaaa.nih.gov/alcohol-health-effects-body>)

What constitutes excessive drinking and risk depends on an individual's weight, gender, age, genetic predisposition for addictive disorders and behaviors, and various other factors. For example, lower-risk drinking limits for men are no more than 4 drinks on any day and no more than 14 drinks per week. Lower-risk drinking for women are no more than 3 drinks on any day and no more than 7 drinks per week. One drink is defined as 12 fl. oz of beer, 8-9 fl. oz of malt liquor, 5 fl. oz. of

wine, or a 1.5 fl oz of distilled spirits. For a more personalized assessment of individual risk related to the amount and type of alcohol consumed, the duration of time drinking, age, gender, and weight (though not incorporating variables of metabolic rate, body fat percentage, and current medications), access the Blood Alcohol Calculator by clicking on the following link:

<https://www.healthstatus.com/calculate/blood-alcohol-bac-calculator>

That said, any amount of drinking may pose health risks for individuals who are pregnant and individuals diagnosed with hepatitis or liver disease. An alcohol-exposed pregnancy may lead to the birth of a child with Fetal Alcohol Syndrome Disorder.

Drinking alcohol when living with hepatitis or liver disease increases the risk for developing fibrosis and liver cancer. (Source: <https://www1.nyc.gov/site/doh/health/health-topics/alcohol-and-drug-use-alcohol-and-health.page>)

### **Health Risks of Alcohol and Other Drugs:**

The use of illicit drugs, the misuse of prescription medication, and using drugs in combination with alcohol are associated with short and long term health consequences. The charts below (excerpted from <https://www.drugabuse.gov/drugs-abuse/commonly-abused-drugs-charts> published by the NIH National Institute on Drug Abuse) illustrate the health effects of commonly abused substances. For information regarding illicit and misused substances not listed below, please click on the above link.

### **Health Risks of Alcohol and Benzodiazepines:**

Health risks associated with the combined use of Benzodiazepines (most commonly used “Benzos” are xanax, klonopin, ativan, commonly used for the treatment of anxiety) and alcohol are as follows. Because this medication acts on the same receptors as alcohol, when used in combination, the effects of both drugs are enhanced and risk increased for unpredictable effects, overdose, developing an addiction, acute physical illness.

### **Health Risks of Depressants (benzodiazepines, barbiturates, sleep medications ie. Xanax, Valium, Ativan, Lunesta, Ambien):**

- Short-term
  - Drowsiness, slurred speech, poor concentration, confusion, dizziness, problems with movement and memory, lowered blood pressure, slowed breathing.
- Long-term
  - Unknown
- Other Health-related Issues
  - Sleep medications are sometimes used as date rape drugs.
  - Risk of HIV, hepatitis, and other infectious diseases from shared needles.
- In Combination with Alcohol
  - Further slows heart rate and breathing, which can lead to death.
- Withdrawal Symptoms
  - Must be discussed with a health care provider; barbiturate withdrawal can cause a serious abstinence syndrome that may even

include seizures.

### **Health Risks of Prescription Stimulants (Adderall, Concerta, Ritalin):**

- Short-term
  - Increased alertness, attention, energy; increased blood pressure and heart rate; narrowed blood vessels; increased blood sugar; opened-up breathing passages.
- High doses: dangerously high body temperature and irregular heartbeat; heart disease; seizures.
- Long-term
  - Heart problems, psychosis, anger, paranoia.
- Other Health-related Issues
  - Risk of HIV, hepatitis, and other infectious diseases from shared needles.
- In Combination with Alcohol
  - Masks the depressant action of alcohol, increasing risk of alcohol overdose; may increase blood pressure.
- Withdrawal Symptoms
  - Depression, tiredness, sleep problems.

### **Health Risks of Cocaine:**

- Short-term
  - Narrowed blood vessels; enlarged pupils; increased body temperature, heart rate, and blood pressure; headache; abdominal pain and nausea; euphoria; increased energy, alertness; insomnia, restlessness; anxiety; erratic and violent behavior, panic attacks, paranoia, psychosis;

heart rhythm problems, heart attack; stroke, seizure, coma.

- Long-term
  - Loss of sense of smell, nose bleeds, nasal damage and trouble swallowing from snorting; infection and death of bowel tissue from decreased blood flow; poor nutrition and weight loss; lung damage from smoking.
- Other Health-related Issues
  - Pregnancy: premature delivery, low birth weight, deficits in self-regulation and attention in school-aged children prenatally exposed.
  - Risk of HIV, hepatitis, and other infectious diseases from shared needles.
- In Combination with Alcohol
  - Greater risk of cardiac toxicity than from either drug alone.
- Withdrawal Symptoms
  - Depression, tiredness, increased appetite, insomnia, vivid unpleasant dreams, slowed thinking and movement, restlessness.

### **Health Risks of Heroin:**

- Short-term
  - Euphoria; dry mouth; itching; nausea; vomiting; analgesia; slowed breathing and heart rate.
- Long-term
  - Collapsed veins; abscesses (swollen tissue with pus); infection of the lining and valves in the heart; constipation and stomach

- cramps; liver or kidney disease; pneumonia.
- Other Health-related Issues
  - Pregnancy: miscarriage, low birth weight, neonatal abstinence syndrome.
  - Risk of HIV, hepatitis, and other infectious diseases from shared needles.
- In Combination with Alcohol
  - Dangerous slowdown of heart rate and breathing, coma, death.
- Withdrawal Symptoms
  - Restlessness, muscle and bone pain, insomnia, diarrhea, vomiting, cold flashes with goose bumps ("cold turkey").

#### **Health Risks of Psilocybin (Mushrooms):**

- Short-term
  - Hallucinations, altered perception of time, inability to tell fantasy from reality, panic, muscle relaxation or weakness, problems with movement, enlarged pupils, nausea, vomiting, drowsiness.
- Long-term
  - Risk of flashbacks and memory problems.
- Other Health-related Issues
  - Risk of poisoning if a poisonous mushroom is accidentally used.
- In Combination with Alcohol
  - May decrease the perceived effects of alcohol.
- Withdrawal Symptoms
  - Unknown.

#### **Health Risks of Marijuana:**

- Short-term
  - Enhanced sensory perception and euphoria followed by drowsiness/relaxation; slowed reaction time; problems with balance and coordination; increased heart rate and appetite; problems with learning and memory; anxiety.
- Long-term
  - Mental health problems, chronic cough, frequent respiratory infections.
- Other Health-related Issues
  - Youth: possible loss of IQ points when repeated use begins in adolescence.
  - Pregnancy: babies born with problems with attention, memory, and problem solving.
- In Combination with Alcohol
  - Increased heart rate, blood pressure; further slowing of mental processing and reaction time.
- Withdrawal Symptoms
  - Irritability, trouble sleeping, decreased appetite, anxiety.

#### **Health Risks of Prescription Opioids:**

- Short-term
  - Pain relief, drowsiness, nausea, constipation, euphoria, slowed breathing, death.
- Long-term
  - Increased risk of overdose or addiction if misused.
- Other Health-related Issues
  - Pregnancy: Miscarriage, low birth weight, neonatal abstinence syndrome.
  - Older adults: higher risk of accidental misuse because many older adults have

multiple prescriptions, increasing the risk of drug-drug interactions, and breakdown of drugs slows with age; also, many older adults are treated with prescription medications for pain.

- Risk of HIV, hepatitis, and other infectious diseases from shared needles.
- In Combination with Alcohol
  - Dangerous slowing of heart rate and breathing leading to coma or death.
- Withdrawal Symptoms
  - Restlessness, muscle and bone pain, insomnia, diarrhea, vomiting, cold flashes with goose bumps ("cold turkey"), leg movements.

#### **Health Risks of Synthetic Cannabinoids:**

- Short-term
  - Increased heart rate; vomiting; agitation; confusion; hallucinations, anxiety, paranoia; increased blood pressure.
- Long-term
  - Unknown.
- Other Health-related Issues
  - Use of synthetic cannabinoids has led to an increase in emergency room visits in certain areas.
- In Combination with Alcohol
  - Unknown.
- Withdrawal Symptoms
  - Headaches, anxiety, depression, irritability.

#### **Health Risks of Tobacco (cigarettes, cigars, hookahs, smokeless tobacco):**

- Short-term

- Increased blood pressure, breathing, and heart rate.

- Long-term
  - Greatly increased risk of cancer, especially lung cancer when smoked and oral cancers when chewed; chronic bronchitis; emphysema; heart disease; leukemia; cataracts; pneumonia.
- Other Health-related Issues
  - Pregnancy: miscarriage, low birth weight, stillbirth, learning and behavior problems.
- In Combination with Alcohol
  - Unknown.
- Withdrawal Symptoms
  - Irritability, attention and sleep problems, depression, increased appetite.

#### **Health Risks of Counterfeit Drugs:**

The leading cause of death for people in America under the age of 50 is drug overdose. A significant portion of overdose deaths are a result of counterfeit drugs that have been spiked with much stronger drugs, such as Fentanyl, an opioid 25 to 40 times stronger than heroin. These fake pills may look identical to their genuine counterparts, even though they may have the wrong ingredients, additional ingredients, or contain a potentially lethal drug. Counterfeit drugs are not only found on the streets, but are often purchased through seemingly legitimate online pharmacies. If you buy pills without a prescription, you will not know what drugs or substances you are consuming.

#### **Health Risks of Designer Drugs:**

Designer drugs, such as Spice and Molly (ecstasy) are made in laboratories with chemical ingredients that vary from lab to lab.

Most of the chemicals used are labeled “not for human consumption”. Often, the varying formulas used cause a different effect or reaction than what a person is expecting. For example, Spice is often marketed as “synthetic marijuana” but the chemical make up bears no resemblance to marijuana and causes an entirely different effect. Spice can increase heart rate and reduce blood flow to the heart, thus raising blood pressure. It has been linked to heart attacks and death. Individuals who use Spice may experience symptoms of withdrawal and addiction. Molly is dangerous as well due to its diverse array of toxic chemicals. It may cause a euphoric high, rapid heartbeat, high blood pressure, sweating, and irregular heartbeat. These drugs may cause panic attacks and psychosis; after they wear off they may cause deep depression.

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## RESOURCES FOR GUIDANCE AND TREATMENT

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NYFA supports and encourages students, staff and faculty experiencing mild to severe problems related to misuse or abuse of alcohol and other drugs to seek treatment as soon as a problem is recognized. Early detection and intervention is correlated with positive treatment outcomes. Yet individuals with even severe and chronic substance abuse disorders can learn to healthfully manage their addiction and lead healthy, happy, and productive lives with the appropriate treatment and the ongoing support of family members, friends, and others committed to recovery.

### **On Campus Resources for Students in New York, Los Angeles, and South Beach:**

#### Students – New York:

All students enrolled in New York NYFA

short and long-term programs are eligible to participate in free, confidential, time limited counseling services. The NYFA School Therapist provides assessment, individual psychotherapy or referrals as needed, to an outside certified substance abuse provider or specialty treatment program.

To schedule an appointment with NYFA Counseling Services, please contact Jacky Hunt, LCSW via email, [counseling@nyfa.edu](mailto:counseling@nyfa.edu).

#### Students – Los Angeles:

Free and confidential short-term counseling services are available to all enrolled NYFA students for a wide range of concerns such as anxiety, depression, sexual assault and abuse, addictive behavior, PTSD, anger, domestic violence, sexual and gender identity, eating concerns, homesickness, and adjustment issues.

NYFA LA Counseling Services provides free, short-term individual counseling with licensed therapists to address a range of concerns such as, one-on-one addiction counseling with an on-site addiction counselor, and referral services to psychiatry, specialty programs, and long term counseling. In addition, NYFA LA Counseling Services offers a weekly Stress and Anxiety Group, LGBTQ Group, and a Women’s Sexual Assault Survivor Group. Counseling Services also provides weekly meditation classes for students and faculty/staff.

To schedule an appointment with Counseling Services, please email [jackie.rabinowitz@nyfa.edu](mailto:jackie.rabinowitz@nyfa.edu) or [kathia.rabelo@nyfa.edu](mailto:kathia.rabelo@nyfa.edu). For addiction counseling, please contact [susan.bowling@nyfa.edu](mailto:susan.bowling@nyfa.edu).

#### Students – South Beach:

All students enrolled at NYFA South Beach are eligible to participate in free, confidential, time-limited counseling services. To contact the School Therapist and schedule an appointment, please email Vivina Elgueta, Ph.D at [vivina.elgueta@nyfa.edu](mailto:vivina.elgueta@nyfa.edu).

### **Off-Campus Resources for Students, Faculty and Staff:**

#### New York:

The following link offers a comprehensive list of New York based support groups- Alcohol Anonymous, Alateen, Alanon, and Narcotics Anonymous- as well as informational resources regarding alcohol and drug related disorders and treatment options.: <https://www1.nyc.gov/site/thrivelearningcenter/resources/substance-use.page>

The following is a sampling of the self-help and resource organizations which are located in New York and which offer services or referral information at little or no cost.

Al-Anon  
212-941-0094  
<http://nycalanon.org/>

Alcoholics Anonymous Inter-Group  
212-647-1680  
<http://www.nyintergroup.org/>

Alcoholism Council of New York  
212-252-7001  
<http://www.alcoholism.org/>

Cocaine Anonymous  
800-347-8998  
<http://www.ca.org/>

Marijuana Anonymous (12-Step Program)  
212-459-4423  
<http://www.ma-newyork.org/>

Nar-Anon  
800-984-0066  
<http://www.nar-anon.org>

Narcotics Anonymous  
212-929-6262  
<http://newyorkna.org/>

#### New York – Treatment Resources for Alcohol and Other Drugs:

The New York State Office of Alcoholism and Substance Abuse Services (OASAS) provides services for the prevention, treatment and recovery from alcohol, drugs and /or other addictions.

For more information visit their website: <http://www.oasas.ny.gov> or call the toll-free OASAS HOPEline at 1-877-846-7639 to speak with a trained medical professional.

HOPEline staff can answer your questions and help you find treatment 24/7. All calls are confidential.

New York – Local Treatment Centers:  
In addition, there are numerous private substance abuse treatment programs and facilities, located in New York City and New Jersey, offering a variety of alcohol and drug treatment services. Most require payment or appropriate medical insurance. Individuals are encouraged to contact their insurance providers for information regarding their substance abuse benefits as well as treatment referrals to outpatient, intensive outpatient, and inpatient services.

Integrity House  
30-32 Central Avenue  
Jersey City, NJ 07306  
<https://integrityhouse.org>

The Freedom Institute  
212-838-0044  
Programs for families, adolescents and adults  
<http://www.freedominstitute.org>

Center for Optimal Living  
370 Lexington Avenue, Suite 500, NY, NY  
10017  
212-213-8905  
<http://centerforoptimalliving.com>

The Phoenix House  
Comprehensive treatment options for  
families, adults and adolescents  
Accepts Medicaid  
1-888-671-9392  
<https://www.phoenixhouse.org/locations/new-york/>

Addiction Institute of Mount Sinai  
Detox, Rehabilitation, Outpatient services  
Multiple locations  
<http://icahn.mssm.edu/research/addiction-institute/about>

New York - Treatment Resources for Veterans:  
Steven A. Cohen Military Family Clinic At  
NYU Langone  
855-698-4677  
<https://nyulangone.org/conditions/areas-of-expertise/mental-behavioral-health>

Manhattan Vet Center  
32 Broadway, Suite 200  
New York, NY 10004  
212-951-6866

New York - Telephone Resources/24 Hour Hotlines:  
NYC Well: 1-888-NYC-WELL OR  
1.888.692.9355  
Free, confidential 24/7 help for stress,  
depression, anxiety, and alcohol and drug

misuse.  
<https://nycwell.cityofnewyork.us/en/>

Substance Abuse and Mental Health Services Administration (SAMHSA) National Helpline: 1-800-662-HELP (4357) or  
[www.samhsa.gov/find-help/national-helpline](http://www.samhsa.gov/find-help/national-helpline)

- Also known as, the Treatment Referral Routing Service, this Helpline provides 24-hour free and confidential treatment referral and information about mental and/or substance use disorders, prevention, and recovery in English and Spanish

Veterans Crisis Line  
1-800-273-TALK (8255)  
[www.veteranscrisisline.net](http://www.veteranscrisisline.net)

#### Los Angeles:

The following links offer a list of national and international self-help support groups located in Los Angeles, as well as informational resources regarding alcohol and drug related disorders, offered at no cost.

Alcoholics Anonymous  
A.A. is a self-help fellowship of people who gather in meetings to offer mutual support to others who have problems with alcohol use/dependence. To learn more, or to find a meeting:  
[https://www.aa.org/pages/en\\_US/find-aa-resources](https://www.aa.org/pages/en_US/find-aa-resources)

Narcotics Anonymous  
N.A. is a self-help fellowship of people who gather in meetings to offer mutual support to others who have problems with drug use/dependence. To learn more, or to find a meeting:  
<https://www.na.org/meetingsearch/index.php>



### Refuge Recovery

Refuge Recovery follows a Buddhist-oriented path to recovery for people who are using/dependent on substances. To learn more, or to find a meeting: <https://refugerecovery.org>

### SMART Recovery Meetings:

SMART Recovery offers addiction recovery support groups facilitated by a trained professional. To learn more, or to find a meeting: <https://www.smartrecovery.org>

### Los Angeles – Local Treatment Centers:

In addition, there are numerous private substance abuse treatment programs and facilities, located in Los Angeles, offering a variety of alcohol and drug treatment services. Most require payment or appropriate medical insurance. Individuals are encouraged to contact their insurance providers for information regarding their substance abuse benefits (also known as, behavioral health benefits) as well as treatment referrals to outpatient, intensive outpatient, and inpatient services.

SAMHSA (Substance Abuse Mental Health Services Administration) Treatment Locator: <https://findtreatment.samhsa.gov/>

MediCal Treatment Locator: <http://sapccis.ph.lacounty.gov/SBAT/>

### Los Angeles – Veterans Resources:

Veterans Alcohol and Drug Dependence Rehabilitation Program  
<https://www.benefits.gov/benefit/307>  
<https://www.mentalhealth.va.gov/res-vatreatmentprograms.asp>

### South Beach (Miami):

The following links offer a list of national and international self-help support groups located in the South Beach (Miami) area, as well as informational resources regarding alcohol and drug related disorders.

### Drug and Alcohol Rehabilitation by State (DRS)

1-800-304-2219

<https://www.addicted.org/miami-addiction-services-treatment.html>

Call center offering assistance locating substance abuse services, detox services as well as insurance based providers in the state of Florida.

Substance Abuse and Mental Health Services Administration (SAMHSA) National Helpline: 1-800-662-HELP (4357) or [www.samhsa.gov/find-help/national-helpline](http://www.samhsa.gov/find-help/national-helpline)

### South Beach – Local Treatment Centers:

In addition, there are numerous private substance abuse treatment programs and facilities, located in South Beach, offering a variety of alcohol and drug treatment services. Options may require payment or appropriate medical insurance. Individuals are encouraged to contact their insurance providers for information regarding their substance abuse benefits (also known as, behavioral health benefits) as well as treatment referrals to outpatient, intensive outpatient, and inpatient services.

### Miami Beach Holistic Addiction Treatment Center

309 23<sup>rd</sup> Street, Suite 200

Miami Beach, 33139

(888) 909-3123

<http://www.mbhatc.com>

### Summer House Detox Center

13550 Memorial Highway

Miami, FL 33161  
[info@summerhousedetox.com](mailto:info@summerhousedetox.com)  
(800) 719-1090

Adaptive Center  
1411 Coral Way  
Miami, Florida 33145  
(305) 400-9908  
(888) 448-4467

South Beach – Veterans Resources:  
Veteran Affairs Miami Medical Center  
Outpatient Substance Abuse Clinic OSAC  
1492 West Flagler street  
Miami, FL 33135  
(305) 541-8435

Miami VA Healthcare System  
Bruce W. Carter VA Medical Center  
(305) 575-3214  
(305) 575-7000 Ext. 3903

South Beach – Telephone Resources/24 Hour  
Hotlines:  
Switchboard of Miami  
(305) 358-4357

**Federal Trafficking Penalties**

DRUG/SCHEDULE	QUANTITY	PENALTIES	QUANTITY	PENALTIES
Cocaine (Schedule II)	500 - 4999 gms mixture	<b>First Offense:</b> Not less than 5 yrs, and not more than 40 yrs. If death or serious injury, not less than 20 or more than life. Fine of not more than \$2 million if an individual, \$5 million if not an individual  <b>Second Offense:</b> Not less than 10 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$4 million if an individual, \$10 million if not an individual	5 kgs or more mixture	<b>First Offense:</b> Not less than 10 yrs, and not more than life. If death or serious injury, not less than 20 or more than life. Fine of not more than \$4 million if an individual, \$10 million if not an individual.  <b>Second Offense:</b> Not less than 20 yrs, and not more than life. If death or serious injury, life imprisonment. Fine of not more than \$8 million if an individual, \$20 million if not an individual.  <b>2 or More Prior Offenses:</b> Life imprisonment
Cocaine Base (Schedule II)	5-49 gms mixture		50 gms or more mixture	
Fentanyl (Schedule II)	40 - 399 gms mixture		400 gms or more mixture	
Fentanyl Analogue (Schedule I)	10 - 99 gms mixture		100 gms or more mixture	
Heroin (Schedule I)	100 - 999 gms mixture		1 kg or more mixture	
LSD (Schedule I)	1 - 9 gms mixture		10 gms or more mixture	
Methamphetamine (Schedule II)	5 - 49 gms pure or 50 - 499 gms mixture		50 gms or more pure or 500 gms or more mixture	
PCP (Schedule II)	10 - 99 gms pure or 100 - 999 gms mixture	100 gm or more pure or 1 kg or more mixture		
<b>PENALTIES</b>				
Other Schedule I & II drugs (and any drug product containing Gamma Hydroxybutyric Acid)	Any amount	<b>First Offense:</b> Not more than 20 yrs. If death or serious injury, not less than 20 yrs, or more than Life. Fine \$1 million if an individual, \$5 million if not an individual.  <b>Second Offense:</b> Not more than 30 yrs. If death or serious injury, not less than life. Fine \$2 million if an individual, \$10 million if not an individual		
Flunitrazepam (Schedule IV)	1 gm or more	<b>Second Offense:</b> Not more than 30 yrs. If death or serious injury, not less than life. Fine \$2 million if an individual, \$10 million if not an individual		
Other Schedule III drugs	Any amount	<b>First Offense:</b> Not more than 5 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.  <b>Second Offense:</b> Not more 10 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual		
Flunitrazepam (Schedule IV)	30 to 999 mgs	<b>Second Offense:</b> Not more 10 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual		
All other Schedule IV drugs	Any amount	<b>First Offense:</b> Not more than 3 years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.		
Flunitrazepam (Schedule IV)	Less than 30 mgs	<b>Second Offense:</b> Not more than 6 yrs. Fine not more than \$500,000 if an individual, \$2 million if not an individual.		
All Schedule V drugs	Any amount	<b>First Offense:</b> Not more than 1 yr. Fine not more than \$100,000 if an individual, \$250,000 if not an individual.  <b>Second Offense:</b> Not more than 2 yrs. Fine not more than \$200,000 if an individual, \$500,000 if not an individual.		

### Federal Trafficking Penalties - Marijuana

DRUG	QUANTITY	1 <sup>st</sup> OFFENSE	2 <sup>nd</sup> OFFENSE
Marijuana	1,000 kg or more mixture; or 1,000 or more plants	<ul style="list-style-type: none"> <li>Not less than 10 years, not more than life</li> <li>If death or serious injury, not less than 20 years, not more than life</li> <li>Fine not more than \$4 million if an individual, \$10 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>Not less than 20 years, not more than life</li> <li>If death or serious injury, mandatory life</li> <li>Fine not more than \$8 million if an individual, \$20 million if other than an individual</li> </ul>
Marijuana	100 kg to 999 kg mixture; or 100 to 999 plants	<ul style="list-style-type: none"> <li>Not less than 5 years, not more than 40 years</li> <li>If death or serious injury, not less than 20 years, not more than life</li> <li>Fine not more than \$2 million if an individual, \$5 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>Not less than 10 years, not more than life</li> <li>If death or serious injury, mandatory life</li> <li>Fine not more than \$4 million if an individual, \$10 million if other than an individual</li> </ul>
Marijuana	more than 10 kgs hashish; 50 to 99 kg mixture  more than 1 kg of hashish oil; 50 to 99 plants	<ul style="list-style-type: none"> <li>Not more than 20 years</li> <li>If death or serious injury, not less than 20 years, not more than life</li> <li>Fine \$1 million if an individual, \$5 million if other than an individual</li> </ul>	<ul style="list-style-type: none"> <li>Not more than 30 years</li> <li>If death or serious injury, mandatory life</li> <li>Fine \$2 million if an individual, \$10 million if other than individual</li> </ul>
Marijuana	1 to 49 plants; less than 50 kg mixture	<ul style="list-style-type: none"> <li>Not more than 5 years</li> <li>Fine not more than \$250,000, \$1 million other than individual</li> </ul>	<ul style="list-style-type: none"> <li>Not more than 10 years</li> <li>Fine \$500,000 if an individual, \$2 million if other than individual</li> </ul>
Hashish	10 kg or less		
Hashish Oil	1 kg or less		

Source: <http://www.usdoj.gov/dea/agency/penalties.htm>

# NYFA PSYCHOLOGICAL ASSESSMENT POLICY

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NYFA is committed to protecting the health, safety and welfare of its students, faculty, and staff. To serve this mission, this policy will be implemented when an enrolled NYFA student presents serious psychological episodes or health-related behaviors that pose a risk to the health and/or safety of the student of concern. Such episodes or behaviors include, but are not limited to: suicidal ideation, parasuicidal behaviors, or suicide attempts; severe aberrations in eating behavior with associated medical sequelae; dramatic and/or expansive displays of self-mutilation; severe intoxication impacting social and/or cognitive functioning; loss of contact with reality as suggested by grandiose or paranoid beliefs; incoherent or disorganized speech, or the experience of hallucinations; behaviors significantly disruptive to student learning; and behaviors demonstrating clear deficits in students' capacity for self-care. These assessments are designed to help students access the help they need. Depending on the severity of the safety risk, the assessment will be provided by clinicians in either a hospital emergency room setting, an outpatient clinic or private practice, or on-site within NYFA's Counseling Services. Assessments taking place on-site will be provided by a NYFA Counselor, or when needed, a mental health mobile assessment team clinician. In the event that the assessment transpires in a hospital emergency room and the student is released, the student will be required to participate in three sessions of continuing psychological assessment provided by NYFA Counseling

Services. The psychological assessments are intended to provide students with resources, assist students in developing a safety plan, and offer students feedback in regard to potential illness and recommended evidence-based treatment. This mandate for psychological assessment is applied uniformly to all students who meet the above criteria. Students mandated for psychological assessment will sign the Limited Release of Information form, giving the behavioral health assessment clinician/NYFA Counselor permission to communicate with the Campus Deans or designee only and specifically in regard to: 1) student's attendance at each of the three sessions of psychological assessment; and 2) recommendations, if any, for continued treatment.

The Campus Deans or designee will meet with all students reported to have experienced serious psychological episodes within the community and/or having demonstrated behaviors posing a health and/or safety risk to self. During this meeting, the Psychological Assessment Policy will be explained, and the student will have an opportunity to provide explanation of the behaviors observed and/or the concerns reported. After hearing the student's explanation, the Campus Deans or designee will determine whether or not to proceed with requiring the student to undergo the required psychological assessment. Should it be decided to proceed with the psychological assessment, the Campus Deans or designee will provide the student rationale supporting the decision.

During this meeting the Campus Deans or designee and the at-risk student will collaborate in the establishment of a wellness contract. The purpose of the wellness contract is to ensure the student clearly understands the expectation to maintain safety of self as well as the potential consequences should the student's behavior persists to negatively and significantly impact the student's health.

Students who fail to comply with the NYFA Psychological Assessment Policy may be subject to sanctions, such as suspension or expulsion, for violation of institutional policy and the Student Code of Conduct and/or the Involuntary Withdrawal Policy may be initiated.

Students are strongly encouraged to follow the treatment recommendations provided by the behavioral health clinician conducting the psychological assessment. Behavioral health treatment is generally effective in promoting individuals' health and safety and for providing strategies to overcome difficulties with academic, social, and emotional functioning.

In the event a student completes the Psychological Assessment but continues to demonstrate those behaviors deemed serious enough to have precipitated the implementation of the psychological assessment policy, the student may be considered to be in violation of his/her/their wellness contract. In response to this potential violation, the Campus Deans or designee will urgently meet with the student, review the behaviors reported by the community, and potentially initiate the Involuntary Withdrawal process. Should the

student's behaviors present a direct threat to self an Involuntary Withdrawal process is, hence, initiated, students will be presented the opportunity, instead, to pursue a Voluntary Medical Withdrawal.

Students have the right to appeal any sanctions imposed as a result of noncompliance with the Psychological Assessment policy. To initiate an appeal, the student is required to submit a letter of appeal to the Campus Dean within three (3) business days of receiving notification of imposed sanctions. The Campus Dean will review the student's request for appeal and will make a final determination within three (3) business days of receiving the appeal. If the student has been placed on procedural hold, suspended, or expelled, the sanctions will remain active until the appeal is resolved.

# VOLUNTARY MEDICAL WITHDRAWAL

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NYFA recognizes that serious medical issues can compromise a student's functioning and prevent students from performing to the best of their abilities. In prioritizing our students' health and wellness, NYFA encourages students, when necessary, to suspend their studies in order to access the healthcare they need.

NYFA offers a flexible, individualized medical withdrawal policy designed to accommodate a wide range of medical issues that may arise or become escalated during a student's course of study.

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## THE EXIT PROCESS

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Students requesting a medical withdrawal to address significant health issues that are interfering with their academic performance and/or attendance are required to contact the Campus Deans ([DeanStudents@nyfa.edu](mailto:DeanStudents@nyfa.edu)) to either schedule an initial meeting, or if no longer attending classes, to announce the need for medical withdrawal. In the event the student is incapacitated, a parent or legal guardian may contact the Campus Deans, or designee on the student's behalf. During a meeting or conversation, the Campus Deans, or designee will inform the student or the parent/guardian of the exit and return process for the voluntary medical withdrawal. Only parents/guardians granted FERPA permissions will be able to initiate a medical withdrawal on behalf of the student.

The following is required to process and finalize a voluntary medical withdrawal:

1. The student completes, signs, and submits the NYFA Withdrawal Form.
2. The student's health care provider submits documentation to the Dean of Students verifying illness, substantiating the withdrawal as medically necessary, and providing treatment recommendations to promote progress toward recovery and readiness to return.
3. The student completes, signs, and submits the Voluntary Medical Withdrawal Agreement, created by the Dean of Students in collaboration with the student, and individualized according to medical documentation received.

Only the Campus Deans, or designee can grant medical withdrawal requests. Requests are officially granted once the Withdrawal Form is signed and submitted by the student to the Campus Deans and after consideration of medical documentation submitted to the, Campus Deans, or designee.

The medical documentation required must be a letter composed on letterhead stationery, written and signed by a healthcare professional stating: the nature and severity of illness; recommended duration and course of treatment and verification that the requested withdrawal is medically necessary.

The exit process must proceed as quickly as possible allowing the student a prompt

dismissal in order to access the medical and social support needed to appropriately address the identified illness. When necessary, both the Withdrawal Form and the medical documentation can be submitted after the student has already left the program and is home and/or engaged in treatment. The needed documentation to initiate the medical withdrawal can be submitted no later than 3 weeks after the student's final day of attending classes.

After the initial documentation is submitted and reviewed, the Campus Deans, or designee may need to contact the students' treatment providers to request clarification or request additional information regarding recommendations for course and duration of treatment. At the time of the student's initial meeting with the Campus Deans, or designee, the student will be requested to sign a Limited Release of Information form. Signing this form will authorize the mental health care provider supporting the student's medical withdrawal to share with the Campus Deans or designee specific and limited personal health information.

Following the receipt of the Withdrawal Form and the medical documentation, the Campus Deans or designee will prepare a Voluntary Medical Withdrawal Agreement detailing the student's terms for readmission, based on consideration of the student's individual needs and the recommendations offered by the student's healthcare provider. Terms for readmission will include documentation from health care providers verifying wellness, successful treatment completion, readiness to resume academic life, and/or other criteria

including but not limited to a personal statement, transcripts from other academic institutions attended during the medical withdrawal period, and additional documentation from healthcare providers recommending accommodations and/or continuing care needed to ensure safety and academic success.

The Voluntary Medical Withdrawal Policy is individualized and flexible. Because students and illnesses differ, the recommended length of medical withdrawal will be determined on a case-by-case basis. Students are granted a voluntary medical withdrawal in order to be relieved of those stressors that exacerbate illness as well as to gain the time needed to participate effectively in treatment, recover and stabilize. NYFA's Voluntary Medical Withdrawal policy encourages students to follow medical recommendations, take the time needed to heal, and return to NYFA when they are fully recovered and ready to endure the rigorous NYFA educational experience and achieve their academic goals.

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## THE RETURN PROCESS

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Students returning from a voluntary medical withdrawal will need to comply with the terms of readmission, as stated in the Voluntary Medical Withdrawal Agreement.

When planning to return and restart a NYFA program, students must submit all requested documents to the Campus Deans or designee by the deadline noted on the Voluntary Medical Withdrawal Agreement. Deadlines for submission of the restart application is typically 3 weeks prior to the start date of each



particular program. Applications received after the deadline will be considered on an individual basis. If there is missing information and/or the Campus Deans or designee needs time to contact the student's treatment provider(s) as discussed below, consideration for return may be deferred to the following semester when the desired program is next being offered.

The Campus Deans or designee gives significant weight to the documentation provided by students' healthcare providers. During the process of reviewing an application, if the Campus Deans or designee determines that information provided by the health care provider(s) is incomplete or needs further clarification, the Campus Deans or designee will contact the provider(s) to obtain additional information.

The student will be required to sign and submit to the Campus Deans or designee a second Limited Release of Information form as part of the reentry process. The Limited Release of Information form is sent to the student as an attachment to the Voluntary Medical Withdrawal Agreement. The Limited Release of Information form is returned to the Campus Deans or designee as part of the student's application for restart.

In extraordinary circumstances (if there is concern, for example, regarding the healthcare provider's credentials), the Campus Deans or designee may request the student to undergo an additional assessment. In such rare

instances, the Campus Deans or designee will provide the student rationale for this request.

The Campus Deans or designee will review the documentation received and make a determination regarding restart in a timely manner after having received the students' complete application package. The Campus Deans or designee will notify the student via email of the potential and terms of restart.

If the Campus Deans or designee concludes, based on review of documentation provided, that the student is not ready for restart, the Campus Deans or designee will provide the student rationale for the decision and include suggestions for how the student can increase likelihood for restart at a later date.

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## THE APPEAL PROCESS

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If it is determined that the student is not yet ready to return to NYFA and the application for restart for the semester requested is denied, the student has a right to file an appeal. To appeal, the student must submit a letter to the Campus Dean within 3 business days of receiving notice of the denial or delay to restart. The student may submit any information relevant to the appeal. The Campus Dean will review the student's submission, make a final determination regarding restart, and communicate that decision to the student within 3 business days of receiving the letter of appeal.

# INVOLUNTARY MEDICAL WITHDRAWAL

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## OVERVIEW

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NYFA considers the safety and welfare of its students, faculty, and staff a top priority. When a student engages in behavior that violates NYFA's rules of conduct, the behavior will be addressed as a disciplinary matter under the applicable Student Conduct Code. The Student Conduct Code defines prohibited conduct and outlines a process for conducting disciplinary proceedings.

This Involuntary Withdrawal Policy and Procedure is not a disciplinary code, policy, or process. It is not intended to apply to situations in which a student engages in behavior that violates the college's rules of conduct. It is intended to apply when a student's observed conduct, actions, and/or statements indicate a direct threat to the student's own health and/or safety, or a direct threat to the health and/or safety of others. There may be situations in which both this Involuntary Withdrawal Policy and the Student Conduct Code may apply. In all cases, the Campus Deans or designee shall have final authority regarding the decision, enactment, enforcement, and management of the involuntary withdrawal of a student.

## POLICY DETAILS

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### *Criteria*

A student may be withdrawn involuntarily from NYFA if the school determines that the student represents a direct threat to the health and safety of self or others by (1) engaging or threatening to engage in behavior which poses a high probability of substantial harm to self or others; or (2) engaging or threatening to engage in behavior which would cause significant property damage, would directly and substantially impede the lawful activities of others, or would interfere with the educational process and the orderly operation of the New York Film Academy.

## PROCEDURE

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When the Campus Deans or designee, based on a student's conduct, actions, or statements, has reasonable cause to believe that the student meets one or more of the criteria for involuntary withdrawal, the Campus Deans or designee may initiate an assessment of the student's ability to safely participate in NYFA's program.

The Campus Deans or designee initiates this assessment by first meeting with the

student to (1) review available information concerning the behavior and/or incidents which have caused concern, (2) provide the student with a copy of this Involuntary Withdrawal Policy and Procedure and discuss its contents with the student, (3) provide the student an opportunity to explain the student's behavior, and (4) discuss options available to the student, including counseling, voluntary withdrawal and evaluation for involuntary withdrawal. If the student agrees to withdraw voluntarily from NYFA and waives any right to any further procedures available under this policy, the student will be given a grade of W for all courses, will be advised in writing on any conditions that must be satisfied prior to re-enrollment, and may be referred for appropriate mental health or other health services. If the student refuses to withdraw voluntarily from NYFA, and the Campus Deans or designee continues to have reasonable cause to believe the student meets one or more of the criteria for involuntary withdrawal, the Campus Deans or designee may require the student to be evaluated by an appropriate mental health professional.

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## EVALUATION

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The Campus Deans or designee may refer the student for a mandatory evaluation by an appropriate mental health professional or other appropriate professional. The Campus Deans or designee will provide the student a referral to the appropriate professional. Should the student elect to seek an evaluation from a provider other than the professional to whom the student is referred, the school will retain the right

to approve or disapprove of the student's selected provider on the basis of the provider's credentials, expertise, and willingness to perform the evaluation and nature of report required. The student will be responsible for covering all financial costs associated with undergoing the mandatory evaluation. The Campus Deans or designee will provide the student written notification of the referral once the provider is determined and the provider's availability is confirmed.

The evaluation must be completed within five (5) business days after the date the referral letter is provided to the student. Prior to the evaluation, the student will be required to sign a Limited Release of Information form authorizing the exchange of relevant information among the mental health professional(s) (or other professional) and NYFA. Upon completion of the evaluation, copies of the evaluation report will be provided to the Campus Deans or designee and the student.

The professional making the evaluation shall make an individualized and objective assessment of the student's ability safely to participate in NYFA's program(s), based on a reasonable judgment relying on the most current professional knowledge and/or the best available objective evidence. This assessment shall include a determination of the nature, duration and severity of the risk posed by the student to the health and safety of self or others, the probability that the potentially threatening injury will actually occur, and whether reasonable modifications of policies, practices, or procedures will sufficiently mitigate the risk. The professional will, with

appropriate authorization, share recommendations with the Campus Deans or designee who will take this recommendation into consideration in determining whether the student should be involuntarily withdrawn from NYFA. A copy of the professional's recommendation will be provided to the student, unless, in the opinion of the professional, it would be damaging to the student to do so.

If the evaluation results in a determination that the student's continued attendance presents no significant risk to the health or safety of the student or others, and no significant threat to property, to the lawful activities of others, or to the educational processes and orderly operations of NYFA, no further actions shall be taken to withdraw the student.

If the evaluation results in a determination that the continued attendance of the student presents a significant risk to the health or safety of the student or others, such that there is a high probability of substantial harm, or a significant threat to property, to the lawful activities of others, or to the educational processes and orderly operations of the school, the student may be involuntarily withdrawn from NYFA. In such an event, the student shall be informed in writing by the Campus Deans or designee of the involuntary withdrawal, of the student's right to an informal hearing, of the student's right to appeal the decision, and of any conditions necessary for re-enrollment. In most cases, a student who is involuntarily withdrawn will be given a grade of W in all courses in which the student is currently enrolled.

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## INFORMAL HEARING

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A student who has been involuntarily withdrawn may request an informal hearing before a hearing officer appointed by the Campus Deans or designee by submitting a written request within three (3) business days from receipt of the notice of involuntary withdrawal. A hearing will be set as soon as possible. The student shall remain involuntarily withdrawn pending completion of the hearing.

The hearing shall be informal and non-adversarial. During the hearing, the student may present relevant information and may be advised by a NYFA faculty or staff member or a health professional of the student's choice. The role of the adviser is limited to providing advice to the student.

At the conclusion of the hearing, the hearing officer shall decide whether to uphold the involuntary withdrawal or whether to reconsider, and the student shall be provided written notice of the hearing officer's decision as soon as possible.

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## APPEAL TO THE CAMPUS DEAN

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The student may appeal the hearing officer's decision by submitting a letter to the Campus Dean within three (3) business days of receiving notification from the hearing officer of the involuntary withdrawal determination. The Campus Dean shall review the appeal letter and all information presented and make a final decision as to whether or not to uphold the hearing officer's involuntary withdrawal

decision.

student presents no direct threat to self or others.

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## EMERGENCY PROCEDURAL HOLD

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NYFA may take emergency action to place a student on a procedural hold pending a final decision on whether the student will be involuntarily withdrawn, in situations in which (a) there is imminent danger of serious physical harm to the student or others, (b) there is imminent danger of significant property damage, (c) the student is unable or unwilling to meet with the Campus Deans or designee, (d) the student refuses to complete the mandatory evaluation, or (e) the Campus Deans or designee determines such other exceptional circumstances exist that a procedural hold is warranted. In the event emergency action is taken to place the student on a procedural hold, the student shall be given notice of the procedural hold and an initial opportunity to address the circumstances on which the procedural hold is based. A procedural hold prevents the student from attending any NYFA-related event, including classes, and may prevent the student from being on NYFA premises.

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## CONDITIONS FOR RE- ENROLLMENT

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Because this Involuntary Withdrawal Policy applies to cases in which there is a concern about the safety of the student or others, the Campus Deans or designee may require a student who has been involuntarily withdrawn under this Policy to be re-evaluated before the student is readmitted in order to assure that the

## POLICY FOR RESUMING CLASSES POST HOSPITALIZATION

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When a student visits the hospital for potentially harmful behavior, it is strongly recommended that the student make an appointment with NYFA Counseling Services following an emergency room visit or hospital discharge after an overnight or extended hospital stay. Appointments with NYFA Counseling Services should be made as soon as possible following the hospital visit or hospital stay and preferably, prior to the student's re-engagement with classes and other academic activities. If it is after-hours when the student is released from the ER or hospital, the student is to return to his/her/their place of residence and honor the safety plan provided at time of discharge.

A student may contact NYFA Counseling Services to schedule an appointment by emailing Viviana Elgueta [viviana.elgueta@nyfa.edu](mailto:viviana.elgueta@nyfa.edu) and indicating that the need for an appointment is urgent on account of a recent hospital visit or stay.

The student is strongly encouraged to present to the NYFA Counselor the discharge paperwork or treatment recommendations provided during the student's hospital visit or stay.

The student and NYFA counselor will work collaboratively to ensure that the student can:

1. Access the appropriate and recommended treatment resources, as defined in the student's treatment plan;
2. Identify and manage potential barriers to sustaining health and wellness; and
3. Access academic and student support services that can promote student success.

Should the student need the NYFA counselor to advocate on the student's behalf to achieve any of the above stated goals, the student will be required to sign a release of information allowing the counselor to provide limited information to the Campus Deans or the Campus Dean's designee.

# CAMPUS CRIME & SECURITY

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## JEANNE CLERY DISCLOSURE OF CAMPUS SECURITY POLICY & CAMPUS CRIME ACT

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On an annual basis, New York Film Academy prepares an Annual Security Report (ASR) to comply with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The ASR may be prepared in cooperation with the Clery Coordinator(s), President, Senior Executive Vice President, Director of Operations, Campus Deans, and Title IX Coordinator, as well as local law enforcement agencies surrounding the campuses.

The ASR includes campus crime statistics for the past three calendar years for crimes occurring on campus property; designated non-campus properties; public property adjacent to or contiguous to campus property; and leased, rented, or controlled buildings and facilities. The crime statistics published in the ASR are recorded in accordance with the standards and guidelines used by the FBI Uniform Crime Reporting Handbook, Violence Against Women Act (VAWA), and relevant state laws. See Appendix A for definitions of reportable crimes.

Incidents reported to Campus Security Authorities (CSA) or local law enforcement agencies that fall into one of the required reporting classifications will be disclosed as a statistic, in the year it was reported, in the ASR published by New York Film Academy. A written request for statistical information is made on an annual basis to local law enforcement agencies and all CSAs. CSAs are also informed in writing and through training to report crimes in a timely manner, so crimes can be evaluated for timely warning purposes. Additionally, the Clery Coordinator or their designee, may review student conduct cases with the campus deans, housing office, Title IX Coordinator, or other departments that oversee student conduct and discipline, at least once a semester, to prevent the double-counting of crimes.

All statistics are gathered, compiled, and then shared with the New York Film Academy community via the ASR which is published by the Clery Coordinator in coordination with the persons listed above. The annual crime statistics are published in the ASR and submitted to the US Department of Education (ED). The statistical information gathered by the ED is available to the public through the ED website.

New York Film Academy sends an email to every enrolled student and current

employee on an annual basis that includes a link to the ASR.

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## SECURITY OF AND ACCESS TO CAMPUS FACILITIES

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New York Film Academy does not have a proprietary police or security department, nor do they contract security personnel to patrol the campus' facilities. However, institutional representatives work with Miami Beach PD as needed and New York Film Academy is continuing to build relationships with other law enforcement agencies. If a criminal incident were to be reported to Campus Security Authorities, appropriate personnel would investigate and assist in filling the necessary report with the Miami Beach PD. There are no written agreements currently between New York Film Academy and the Miami Beach PD.

New York Film Academy holds a long-term lease at 420 Lincoln Road and occupies various suites on the 2<sup>nd</sup> floor, 3<sup>rd</sup> floor, and the Penthouse of that building. New York Film Academy is open Monday through Friday, from 8:30 a.m. to 7 p.m., and Saturday, from 9:30 a.m. to 7 p.m. Most Sundays, New York Film Academy remains closed, but may open for a special event. This must be arranged in advanced and the hours must be approved by the Campus Dean. Students, faculty, and staff gain access to New York Film Academy

with their identification card. Students, faculty, and staff are required to wear their ID or have them at all times while on campus. Although building management contracts security for the entrance, security personnel have only limited responsibility for campus security and is not responsible for enforcing institution policies or state/ federal laws.

All guests and other 3rd parties are required to check in with the reception desk on the 2nd Floor in order to gain access to the other floors. New York Film Academy is only open to students, faculty, and staff outside of normal business hours.

NYFA does not provide dormitory facilities or on-campus housing for students nor does it have any contracts or agreements with residential buildings. Additionally, New York Film Academy does not have any officially recognized student organizations and therefore does not have any recognized student organizations that own or control non-campus housing facilities.

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## MAINTENANCE OF CAMPUS FACILITIES

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Facilities are maintained in a manner that minimizes hazardous conditions. The Operations Department staff regularly inspects the 420 Lincoln Road location to assess and initiate repairs of malfunctioning equipment and other unsafe physical conditions. Other NYFA community members are helpful when they report equipment problems to the Operations Department.



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## CAMPUS SECURITY AUTHORITIES

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Campus Security Authorities (CSA) are individuals at New York Film Academy who, because of their job function, have an obligation under the Clery Act to notify the institution of alleged Clery Crimes that are reported to them in a good faith, or alleged crimes that they may personally witness. Campus Security Authorities are generally someone (a) who has been specified in an institutions policy to which students and employees should report criminal offenses; or (b) an individual who has significant responsibility for student and campus activities, including but not limited to student housing, student discipline and campus judicial proceedings. Examples of individuals who generally meet the criteria for being CSAs include:

A dean of students who oversees housing, a student center or student extracurricular activities;

A director of athletics, all athletic coaches (including part-time employees and graduate assistants);

A faculty advisor to a student group;

A student resident advisor of assistance;

A student or employee who monitors access to dormitories or buildings that are owned by recognized student organizations;

A coordinator of Greek affairs;

A Title IX coordinator; or

The director of a campus health or counseling

At the beginning of every calendar year, Campus Security Authorities are identified and notified of their responsibility and obligation to report

criminal offenses hate crimes, and arrests and referrals concerning drug, alcohol, and weapons law violations, in a timely manner. New York Film defines “timely” as an immediate notification upon receipt of a report. The notification will generally happen via electronic mail and will include how to report Clery Crimes.

The Clery Coordinator, or their designee, will take the following steps to identify/ re-identify CSAs for the upcoming calendar year:

Review list of CSAs from previous years and remove individuals that no longer qualify

Review organization chart and identify department heads

Meet with department heads to identify additional CSAs

Collaborate with Human Resources, on an on-going basis, to identify CSAs during the onboarding process

Meet with Dean of Students and/or Student Life Department(s) to identify student CSAs.

Campus Security Authorities generally receive training on an annual basis at the beginning of the calendar year, and may consist of a variety of platforms, such as, in-person training, video modules, or on-line training. CSA Training may include information about the history of the Clery Act, Clery Crimes, Clery Geography, when and how to report allegations of Clery Crimes, and the NYFA’s timely warning and emergency notification process.

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## MIAMI BEACH AND MIAMI- DADE POLICE DEPARTMENTS

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The Miami Beach and Miami-Dade Police are vested with the authority and responsibility to enforce all applicable local, state and federal laws. Officers have the authority and duty to conduct criminal investigations, arrest violators and suppress campus crime. Officers are duly sworn peace officers authorized to carry firearms and have the authority as municipal police officers to use police powers of arrest. The MDPD and the Miami Beach departments provide law enforcement services 24 hours a day, 365 days a year.

Miami Beach Police Department has primary jurisdiction over New York Film Academy's on-campus properties. In response to a call, the Miami Beach PD will take action it deems appropriate, generally either dispatching an officer to the caller's location or asking the caller to report to the precinct to file a report. The Miami Beach PD is responsible for the investigation of any reported crimes and other public safety emergencies. If assistance is required from the Miami Beach Fire Department, they will be sent by the 911 dispatchers upon receiving an emergency call.

If the Miami Beach Police Department is contacted about criminal activity off campus involving New York Film Academy students, the police may notify the institution. Students in these cases may be subject to arrest by the local police

and institutional disciplinary proceedings through the Campus Dean's Office.

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## NON-EMERGENCY PROCEDURES & REPORTING CODE OF CONDUCT VIOLATIONS

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Students are expected to abide by the NYFA Institutional Code of Conduct. NYFA holds all students, faculty and staff responsible for carrying out and monitoring compliance. Any ethical or legal violation, unfair treatment or improper conduct should be reported immediately to the Director or Dean of Students and/or Human Resources so that it may be investigated, and the appropriate action taken. It is the responsibility of all members of the NYFA community to take an active role in policing compliance with these ethical standards and safety, so that we can continue to maintain our creative environment and reputation in the community.

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## PROCEDURES FOR SEXUAL ASSAULT, DOMESTIC VIOLENCE, DATING VIOLENCE AND STALKING

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New York Film Academy prohibits the offences of domestic violence, dating violence, sexual assault and stalking and reaffirms its commitment to maintaining a campus environment that emphasizes the dignity and worth of all members of the New York Film Academy community.

For a complete copy of NYFA’s student policies governing sexual misconduct, see the New York Film Academy’s Sex-Based Discrimination and Sexual Misconduct Policy.

NYFA encourages members of the community to report sex-based discrimination or sexual misconduct to law enforcement and, if requested, the Title IX Coordinator can provide assistance in notifying Miami Beach PD or other local law enforcement agencies. However, students, faculty, and staff have the right to decline to notify such authorities.

In addition to reporting to law enforcement, students, faculty, and staff have the option to report incidents of sexual assault, dating violence, domestic violence, stalking, or other forms of sexual misconduct and sex-based discrimination to the Title IX Coordinator.

Liliana Brown  
Deputy Title IX Coordinator  
420 Lincoln Rd, 2nd Floor, International Student Office  
Telephone Number: 305-534-6009  
Email: [SBtitle9@nyfa.edu](mailto:SBtitle9@nyfa.edu)

A complaint may be filed at any time, regardless of the length of time between the alleged incident and the decision to file the complaint. NYFA understands the sensitive nature of these incidents and acknowledges that many reports of sex-based discrimination or sexual misconduct may be delayed. However, New York Film Academy encourages prompt reporting to allow for the collection and preservation of evidence

that may be helpful during an investigation or criminal proceeding. A delay in filing a complaint may limit the Title IX Coordinator’s ability to respond. If the complaint is delayed to the point where one of the parties has graduated or is no longer employed, NYFA will still seek to meet specific obligations under federal and state laws by taking reasonable action to end the harassment, prevent its reoccurrence, and remedy its effects.

For more information on reporting options and resources, contact the Title IX Coordinator or review NYFA’s Sex-based Discrimination and Sexual Misconduct Policy.

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## EDUCATION AND PREVENTION PROGRAMS

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New York Film Academy engages in comprehensive, intentional, and integrated programming, initiatives, strategies, and campaigns intended to end dating violence, domestic violence, sexual assault and stalking that:

- A. Are culturally relevant, inclusive of diverse communities and identities, sustainable, responsive to community needs, and informed by research, or assessed for value, effectiveness, or outcome; and
- B. Consider environmental risk and protective factors as they occur on the individual, relationship, institutional, community and societal levels.

Educational programming consists of primary prevention and awareness programs for all incoming students and new employees and ongoing awareness

and prevention campaigns for students and that:

- A. A statement that the institution prohibits the crimes of domestic violence, dating violence, sexual assault and stalking (as defined by the Clery Act);
- B. The definitions of domestic violence, dating violence, sexual assault and stalking according to any applicable jurisdictional definitions of these terms (see Appendix for definitions in applicable jurisdictions);
- C. What behavior and actions constitute consent, in reference to sexual activity, in the State of Florida and/or using the definition of consent found in the Sex-Based Discrimination and Sexual Misconduct Policy
- D. A description of safe and positive options for bystander intervention. Bystander intervention means safe and positive options that may be carried out by an individual or individuals to prevent harm or intervene when there is a risk of dating violence, domestic violence, sexual assault or stalking. Bystander intervention includes recognizing situations of potential harm, understanding institutional structures and cultural conditions that facilitate violence, overcoming barriers to intervening, identifying safe and effective intervention options, and taking action to intervene;
- E. Information on risk reduction. Risk reduction means options designed to decrease perpetration and bystander inaction, and to increase empowerment for victims in order to promote safety and to help individuals and communities address conditions that facilitate violence.

F. Information regarding:

- a. Procedures victims should follow if a crime of domestic violence, dating violence, sexual assault and stalking occurs (as described in “Procedures Victims Should Follow if a Crime of Domestic Violence, Dating Violence, Sexual Assault and Stalking Occurs” elsewhere in this document)
- b. How the institution will protect the confidentiality of victims and other necessary parties (as described in “Assistance for Victims: Rights and Options” elsewhere in this document);
- c. Existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other services available for victims, both within the institution and in the community (as described in “Assistance for Victims: Rights and Options” elsewhere in this document); and
- d. Options for, available assistance in, and how to request changes to academic, living, transportation, and working situations or protective measures (as described in “Assistance for Victims: Rights and Options” elsewhere in this document);
- e. Procedures for institutional disciplinary action in cases of alleged dating violence, domestic violence, sexual

assault, or stalking (as described in “Adjudication of Violations” elsewhere in this document).

The New York Film Academy has developed an annual educational campaign consisting of presentations that include distribution of education materials to new students; participating in and presenting information and materials during orientation(s).

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## SEX OFFENDER NOTICE

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The Federal Campus Sex Crimes Prevention Act, enacted on October 28, 2000, requires institutions of higher education to issue a statement advising the campus community where to obtain law enforcement agency information provided by a State concerning registered sex offenders. Information regarding a registered sex offender can be obtained by calling: Florida Department of Law Enforcement Sexual Predators and Offenders at: 1-888-357-7332.

The State of Florida requires all sexual offenders and predators will be required by law to re-register, in person, twice a year. Effective Dec. 1, 2005, in accordance with the Florida Jessica Lunsford Act, H.B. 1877 all sexual offenders and predators that are enrolled, employed, or carrying on a vocation at an institution of higher education in the State of Florida, shall also provide to the department the name, address, and county of each institution, including each campus attended, and your enrollment and employment status.

You can find sexual offenders/predators in your neighborhood with a map that allows you to search by address, intersection, landmark, or school, here: <http://gisweb.miamidade.gov/sexoffenders/>. Nationwide information is available through the Department of Justice at: [www.nsopr.gov](http://www.nsopr.gov).

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## TIMELY WARNINGS

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In an effort to provide timely notice to New York Film Academy community in the event of a serious incident which may pose a serious or ongoing threat to members of the campus community, a Timely Warning that withholds names of victims as confidential and that will aid in the prevention of similar crimes, is sent primarily by blast email to all students and employees on campus. Additionally, alerts may be communicated via text message and/or phone call to students, staff, and faculty via NYFA’s alert messaging system - Everbridge. Additionally, Timely Warnings will be posted around campus to inform the larger NYFA community, guests, and visitors. In some cases, they may also be posted on the NYFA website homepage ([www.nyfa.edu](http://www.nyfa.edu)).

Timely warning notices are generally sent to the campus community for the following Uniform Crime Reporting Program (UCR)/National Incident Based Reporting System (NIBRS) classifications, that that occur on NYFA’s Clery Act Geography, unless such crimes were reported to Professional Counselors (NYFA Therapists): murder/non-negligent manslaughter, aggravated assault, sex offenses (rape, fondling, incest, statutory rape), burglary, robbery, motor

vehicle theft, arson, hate crimes, or drug, liquor, and weapons law violations.

The decision to implement a Timely Warning is made on a case-by-case basis, depending on the facts of the case and the information known to New York Film Academy. Factors taken into consideration may include, but not limited to, the nature of the crime, the timeliness of the report, and the continuing danger to the campus community ~ such as whether the perpetrator was apprehended ~ and the possible risk of compromising law enforcement efforts. Such Timely Warnings provide an opportunity for individuals to take reasonable precaution for their own safety. For example, if an assault occurs between two students who have a disagreement, there may be no ongoing threat to other New York Film Academy community members and a timely warning Timely Warning would not be distributed.

In cases involving sexual assault that can be typically reported long after the incident occurred, there is no ability to distribute a Timely Warning to the community. Sex offenses will be considered on a case-by-case basis depending on when and where the incident occurred, when it was reported, and the amount of information know to New York Film Academy.

Typically, alerts are not issued for any incidents reported that are older than two weeks or 14 days from the date of occurrence as such a delay has not afforded New York Film Academy an opportunity to respond in a timely manner.

The Security Director, Director of Operations, Campus Dean, or Dean of Students, in collaboration with the Title IX Coordinator (depending on the case), reviews all criminal and/or serious incidents to determine if there is an ongoing threat to the community and if distribution of a Timely Warning is warranted. To ensure consistency, a “Timely Warning Decision Matrix” is used assist in the implementation decision.

Timely Warnings are generally written and executed by the Security Director, Director of Operations, Campus Dean, or Dean of Students, and may be viewed and approved by the President or Senior Executive Vice President prior to distribution. In some cases, the Clery Coordinator or Title IX Coordinator may be responsible for composing a Timely Warning. The Director of Operations or Security Director have the authority to issue a Timely Warning without such consultation if consultation time is not available. Timely Warnings are disseminated to the campus community by the Webmaster or Director of Operations.

A Timely Warning will typically include the following, unless releasing information would risk compromising law enforcement efforts:

- Date and time (or timeframe of incident)
- A brief description of the incident
- Information that will promote safety and potentially aid in the prevention of similar crimes

- Subject description(s) when deemed appropriate and if there is sufficient detail. If the only known descriptors are sex and race, then no information about the subject will be provided
- Local law enforcement contact information

Campus officials not subject to the timely reporting requirement are those with significant counseling responsibilities who were providing confidential assistance, such as the New York Film Academy therapists.

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## PUBLIC SAFETY BULLETINS

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A Public Safety Bulletin may be sent to the campus community for general crime prevention purposes, to inform the community of crimes and/or incidents that are generally time sensitive or considered to be an ongoing threat, but important to be aware of, and/or to inform the campus of incidents occurring on, around, or even off campus that do not meet the requirements of specifications for distribution of a timely warning Timely Warning, as outlined above.

A Public Safety Bulletin will generally be sent to the campus community by blast email. A Public Safety Bulletin is generally written by the Campus Dean, Director of Operations, or Title IX Coordinator, and they are routinely view and approved by the President or Senior Executive Vice President prior to distribution. Public Safety Bulletins are distributed to the campus community by the Director of Operations or Webmaster.

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## WEATHER ALERTS

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In addition to Timely Warnings and Public Safety Bulletins, NYFA may initiate an Alert to communicate impending severe weather conditions that could disrupt daily operations or to communicate safe travel tips. Conditions that might warrant a Weather Alert include but are not limited to a tornado, hailstorm, or hurricane. NYFA will utilize the same processes as described above to initiate and disseminate a Weather Alert. In the case of a school closure due to severe weather, the Webmaster or Director of Operations will post updates on the homepage of NYFA's website ([www.nyfa.edu](http://www.nyfa.edu)), or send email updates.

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## EMERGENCY RESPONSE AND NOTIFICATION TO NYFA COMMUNITY ABOUT AN IMMEDIATE THREAT

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New York Film Academy's Emergency Action Plan includes information about the institution's physical threat and fire safety procedures, disaster planning and crisis communication plans, and evacuation procedures. The New York Film Academy conducts a minimum of one Emergency Response test per year at each campus. The tests, which may be announced or unannounced, are designed to assess and evaluate the emergency plans and capabilities of the institution. Following a test, NYFA conducts an After-Action Plan to review.

A copy of the summary is available upon request through the Clery Compliance Coordinator, Security Director, or Director of Operations. New York Film Academy publicizes a summary of the emergency responses and evaluation procedures via email at least once a year in conjunction with a test that meets all the requirements of the Higher Education Opportunity Act (HEOA). In addition, New York Film Academy's emergency response and evacuation procedures are communicated to employees and students during orientation.

New York Film Academy will immediately notify the campus community upon confirmation of a significant emergency or dangerous situation posing an immediate threat to the health and safety of students, faculty, and staff occurring on or around New York Film Academy's on-campus facilities.

A threat is imminent when the need for action is instant, overwhelming, and leaves no room for deliberation. Such situations may include but are not limited to a hazardous materials incident requiring sheltering in place or evacuation; an active shooter on or near campus; a shooting incident on or near the campus; hostage/barricade situation, a riot, suspicious package with confirmation of a device, a hurricane, a fire/explosion, suspicious death, structural damage to a NYFA controlled or owned facility, a biological threat (anthrax), significant flooding, a gas leak, hazardous materials spill, etc.

New York Film Academy will, without delay and taking into account the safety of the community, determine the content of

the notification and initiate the notification system, unless issuing a notification will, in the judgement of the first responders, compromise the efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency. Upon confirmation of an immediate threat, members from the senior administration (President, Senior Executive Vice President, Campus Dean, Director of Operations, Security Director and/or Dean of Students) will collaborate to determine the content of the message and appropriate segments based on some of the following factors: location, severity, and time. For example, the institution may limit the message to a particular segment of the community, if the threat is limited to a particular building. The Director of Operations or Webmaster will initiate the system by using some or all of the methods, listed below, to communicate the threat to campus community.

Follow-up notices/communications will be provided as necessary during an active incident, including notification when a threat is neutralized or effectively removed. All or some members of senior administration will be responsible for determining the content of the follow-up notification(s), what segment of the campus should receive the follow-up notification(s), and when the follow-up notification(s) should be communicated. The Director of Operations and/or the Webmaster is responsible for disseminating the follow-up notification(s), using (one or all) of the methods listed below.

During situations that present an immediate threat to the health and safety



of New York Film Academy community members, NYFA has various systems in place for communicating information quickly. Some or all of these methods of communicating may be activated in the event of an immediate threat to New York Film Academy. These methods of communication include emergency text messages, emails, and/or phone calls via Everbridge, notifications on school monitors, and notifications on the school website ([www.nyfa.edu](http://www.nyfa.edu)); or fire alarm and building public-address systems for extreme situations. The preferred method of reaching all potentially affected parties is via New York Film Academy's emergency alert system, Everbridge. Depending on the situation, the process for deploying a message via this system may require up to 30 minutes or more.

Campus Security Authorities are responsible for notifying NYFA senior administration of any situation that poses an immediate threat to the community. Senior administration may also rely on information received from other campus personnel or external agencies, such as NYPD, FDNY, or building management. Information received from CSAs, other campus personnel, or external agencies may be used to confirm the existence of an emergency or dangerous situation that poses an immediate threat to the campus community.

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## EVACUATION PROCEDURES

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Understanding that emergency events are dynamic, the below guidelines are meant to aid in effective communications during emergency events.

In the event students, faculty, and staff need to immediately evacuate any New York Film Academy facility, students and staff are instructed to:

- Evacuate immediately, taking personal items only if it is safe to do so.
- Walk, do not run, from the building.
- Do not use the elevators.
- Instructors/supervisors will instruct on designated evacuation assembly areas.
- Do not re-enter the building until cleared to do so by authorized emergency personnel.
- Shelter in place in the rare instances evacuation may not be the safest option.

## SHELTER-IN-PLACE PROCEDURES

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If an incident occurs and the buildings or areas around you become unstable, or if the air outdoors becomes dangerous due to toxic or irritating substances, it is usually safer to seek shelter indoors. Thus, to “shelter-in-place” means to utilize the building you are in as shelter from danger that is outside of the building or in other areas of the building. A shelter-in-place notification may be announced utilizing several sources but will most likely be announced via the building public address system. Students and staff are instructed to stay inside an interior room until they are told it is safe to come out. Once an interior space with the least amount of windows is located, students and staff are instructed to:

- Shut and lock all windows and close and lock exterior doors.
- Turn off air conditioners, heaters, and fans.
- Close vents to ventilation systems, if you are able.
- Put all phones on vibrate.
- Cover all windows so that no one can see in.
- Remain calm and make yourself comfortable.

### ACTIVE SHOOTER INSIDE YOUR BUILDING

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- Remain calm.
- If possible, exit the building using the safest possible route away from the threat.
- If you cannot get out safely, find the nearest location that provides safety, barricade the doors by any means possible, shut off lights, and move to an area of the room where you cannot be seen or heard. Keep as quiet as possible.
- Silence your phones.
- Call 911 as soon as it is safe to do so.
- Stay focused on survival and keep others around you focused.
- Do not open the door until Law Enforcement Officers advise it is safe to do so.
- When Law Enforcement arrives:
  - Put down any item in your hand.
  - Immediately raise your hands and spread your fingers.
  - Keep hands visible at all times.
  - Avoid making quick movements towards any officers.

- Avoid pointing, screaming and yelling.

### ACTIVE SHOOTER OUTSIDE YOUR BUILDING

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- Remain calm.
- Proceed to a room that can be locked.
- Close and lock the doors; if door cannot be locked, barricade the door with anything else available, shut off lights, move to an area of the room where you cannot be seen or heard, and keep as quiet as possible.
- Call 911 when it is safe to do so.
- Do not open the door until Law Enforcement Officers advise it is safe to do so.
- When Law Enforcement arrives:
  - Put down any item in your hand.
  - Immediately raise your hands and spread your fingers.
  - Keep hands visible at all times.
  - Avoid making quick movements towards any officers.
  - Avoid pointing, screaming and yelling.

### BOMB THREAT

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- If you receive a bomb threat on campus, remain calm and take the caller seriously.
- If your phone has caller ID, record the number displayed.
- Gain the attention of a coworker and have them contact local Law Enforcement.

- Keep the caller on the phone as long as possible questions:
  - Where is the bomb?
  - When is it set to explode?
  - What kind of bomb is it?
  - What does the bomb look like?
  - Did you place the bomb and if so, why?
  - What is your name?

## FIRE OR EXPLOSION

- Do not panic. Activate the nearest fire alarm.
- Call 911 to report the location of the fire.
- If the fire is small, attempt to extinguish it with a fire extinguisher.
- If the fire is large, evacuate the building via the nearest and safest fire exit.
- Close all doors while exiting.
- Use stairways and keep to the right.
- Do not use elevators, they may shut down or stop on the floor of the fire.
- Check all doors for heat prior to opening them.
- If you are caught in the smoke, drop to your hands and knees and crawl out of the area.
- Take shallow breaths to help minimize smoke inhalation.
- Proceed to the nearest evacuation area and wait.
- If chemicals are detected, stay upwind.

- Wash hands with soap and warm water and rinse thoroughly.
- Do not clean up suspicious powder or residue.
- Remove contaminated clothing as soon as possible and place in a plastic bag or sealed container.
- Create a list of people who were in the area or may have come in contact with the package/envelope since the arrival on campus.
- If you are trapped by a fire in a room, place a moist cloth material around/under the door to keep the smoke out. Retreat and close as many doors as possible between you and the fire. Be prepared to signal from windows, but do not break the glass unless absolutely necessary. Call 911.

## HOSTAGE SITUATION

- Immediately remove yourself from any danger.
- Call 911 and provide the following information if you have it:
  - Location of the incident.
  - Number of possible hostage takers and their physical descriptions.
  - Number of possible hostages.
  - Any weapons the hostage-takers have.
  - Any injuries to hostages you witnessed.
  - Your name, location and phone number.

## CHEMICAL AND HAZARDOUS MATERIAL SPILL

- Avoid direct contact with spilled material and treat all chemicals as hazardous materials.
- Stop the source of the spill, if you can do so without endangering yourself.
- If indoors, evacuate immediately and close the door.
- If outside, stay upwind, away from the toxic fumes or smoke.
- Call 911 and report the incident.
- Remain in a safe area until first responders arrive and follow their instructions.
- Do not re-enter the building until authorized to do so by the emergency response personnel.

### RESPONSIBILITY OF NYFA COMMUNITY FOR THEIR OWN PERSONAL SAFETY

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Members of the New York Film Academy community must assume responsibility for their own personal safety and the security of their personal property. The following precautions provide guidance:

- Report all suspicious activity to Miami Beach PD or Campus Security Authorities immediately.
- Never take personal safety for granted.
- Try to avoid walking alone at night.
- Limit your alcohol consumption, and leave social functions that get too loud, too crowded, or that have too many people drinking

excessively. Remember to call NYPD at the first time sign of trouble.

- Never leave valuables unattended.
- Carry your keys at all times and do not lend them to anyone.
- Always lock your door to your residence hall room or apartment, whether or not you are there. Be certain that your door is locked when you go to sleep, and keep windows closed and locked when you are not home.

### FIRE SAFETY POLICIES

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Aside from a microwave provided by NYFA, students are not permitted to bring to campus nor use on campus any cooking appliances (e.g. George Foreman grills, toasters, hot plates, etc). For your safety, the following items are prohibited:

- Halogen lighting equipment.
- Electric or gas-powered heaters.
- Hot plates, toasters, or any cooking appliances of any nature.
- Sandwich makers, toaster ovens.
- Candles, incense, smoking and/or drug paraphernalia.
- Flammable decorations such as Christmas lights, etc.
- Furniture, television or microwave not provided by NYFA
- Illegal substances of any nature.
- Explosives, fireworks, weapons of any kind, smoke laden materials, and/or instruments.
- Hoverboards, self-propelled scooters.

New York Film Academy may have the following additional appliances available to students, however, students must seek

assistance from any New York Film Academy Staff member:

- Electric kettles with an automatic shut off.
- Irons with automatic shut off.
- Hot air popcorn popper.
- Curling irons with automatic shut off.
- One-cup coffee maker such as a Keurig.

It is unlawful and prohibited to tamper with the operation of any safety equipment. This includes, but is not limited to; smoke detectors, locks, fire extinguishers, window stops, sprinklers, emergency panic bars, stairwell alarms, fire pull stations, and exit signs. Such behavior may result in disciplinary action, criminal prosecution, or any combination.

Employees, students, and 3<sup>rd</sup> party guests of the New York Film Academy are strictly prohibited from smoking in all campus buildings. Smokers must remain 50 feet from any building entrance. Failure to do so may result in a fine and/or disciplinary action.

### FIRE EVACUATION PROCEDURES

420 Lincoln Rd building Management is responsible for overall fire safety. Whenever the fire alarm sounds, it should be regarded as an actual emergency unless or until instructed otherwise via the building advanced automated system.

When the alarm sounds, students, staff, and employees are instructed to stay in their current classroom or office and listen for an announcement from building security or the advanced automated

system. The announcement shall include the following information:

What has occurred.

Where it has occurred.

What provisions of the building's Emergency Action Plan will be implemented.

Why it is necessary to implement this provision of the Emergency Action Plan.

Students and staff should identify the location of exits and stairwells. Maps are in the lobby of each floor located directly outside the elevators. Fire Exits are marked on these maps by a yellow circle and an adjacent yellow square with the words "Fire Exit. If instructions from building security include evacuation, students, staff, and employees should leave the premise via the designated stairways. When evacuating, students, staff, and employees should exit down the stairway on the right side, and remain as quiet as possible. The stairway doors are fire-rated. All doors should be closed while exiting to help prevent the spread of the fire.

In the case that someone should encounter a fire, immediately pull the nearest fire alarm and listen for announcements from building security. Alarms are located next to each of the emergency exits. Do not attempt to extinguish the fire yourself. As soon as it is safe to do so please inform New York Film Academy staff by calling the school's main number, 305-534-6009.

### REPORTING FIRES

Call 9-1-1 in the event of a fire emergency. If there is a fire on campus, students,

faculty, and staff should first dial 9-1-1 and then dial NYFA's main number (305-534-6009) and inform the person on the receiving end of the call where the fire is located.

New York Film Academy employees who receive a call regarding a fire emergency are instructed to take the following steps:

1. Confirm that 911 has been called.
2. Determine who is calling, what happened, and where the fire is located.
3. If an instructor is reporting the fire, confirm the current location of their students.
4. After the necessary information has been determined, hang up and immediately notify one of the following:
  - a. Jordi Valdes, Director of Operations: 954-591-3978
  - b. Maylen Dominguez, Dean of College: 407-490-5170

avoid inhalation of toxic chemicals from smoke, which can be deadly.

- Taking shallow breaths minimizes smoke inhalation.
- If you are trapped, go to the window to signal for help. If there is a phone, call 911 to report your location. Once you are out of the building, report the location of individuals with disabilities or others needing assistance to emergency personnel. Assemble at least 200 feet from the affected building.
- Individuals with disabilities should look for areas of refuge like stairwells with fire doors or safe areas in classroom buildings.
- Take fire alarms seriously; do not ignore them. Don't worry about taking property with you, time is of the essence.
- Take responsibility for prevention; follow all rules relating to fire safety.

## FIRE SAFETY TIPS

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- Do not panic, activate the nearest fire alarm if it has not already be done.
- Do not use the elevators, as they shut down or stop on the floor of the fire.
- Check doors and metal knobs to see if they are hot before you touch them. If they are, do not open the door. If possible, use a wet shirt or towel to cover the crack at the base of the door to prevent smoke penetration.
- If thick smoke is encountered, crawl low to the floor; this will increase your visibility and help

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## REPORTABLE CLERY CRIMES DEFINITIONS

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As per the National Incident-Based Reporting System Edition of the Uniform Crime Reporting (UCR) Program:

### Rape

Rape is defined as the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim. Sexual penetration means the penetration, no matter how slight, of the vagina or anus with any body part or

object, or oral penetration by a sex organ of another person, or by a sex-related object.

#### Fondling

The touching of the private body parts of another person for the purpose of sexual gratification, forcibly and/or against that person's will; or, not forcibly or against the person's will where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.

#### Incest

Non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

#### Statutory Rape

Non-forcible sexual intercourse with a person who is under the statutory age of consent.

#### Aggravated Assault

An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm. It is not necessary that injury result from an aggravated assault when a gun, knife, or other weapon is used which could or probably would result in a serious potential injury if the crime were successfully completed.

#### Arson

Any willful or malicious burning or attempt to burn, with or without intent to

defraud, a dwelling, house, public building, motor vehicle or aircraft, personal property, etc.

#### Burglary

The unlawful entry of a structure to commit a felony or a theft. For reporting purposes this definition includes: unlawful entry with intent to commit a larceny or a felony; breaking and entering with intent to commit a larceny; housebreaking; safecracking; and all attempts to commit any of the aforementioned.

#### Motor Vehicle Theft

The theft or attempted theft of a motor vehicle. (Classified as motor vehicle theft are all cases where automobiles are taken by persons not having lawful access even though the vehicles are later abandoned-including joy riding).

#### Murder and Nonnegligent Manslaughter

The willful (non-negligent) killing of one human being by another.

#### Manslaughter by Negligence

The killing of another person through gross negligence.

#### Robbery

The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force, violence, and/or causing the victim fear.

#### Weapon Law Violations

The violation of laws or ordinances dealing with weapon offenses, regulatory in nature, such as: manufacture, sale, or possession of deadly weapons; carrying

deadly weapons, concealed or openly; furnishing deadly weapons to minors; aliens possessing deadly weapons; all attempts to commit any of the aforementioned.

#### Drug Abuse Violations

Violations of state and local laws relating to the unlawful possession, sale, use, growing, manufacturing, and making of narcotic drugs. The relevant substances include, but are not limited to: opium or cocaine and their derivatives (morphine, heroin, codeine); marijuana; synthetic narcotics (Demerol, methadone); and dangerous non-narcotic drugs (barbiturates, Benzedrine).

#### Liquor Law Violations

The violation of laws or ordinance prohibiting: the manufacture, sale, transporting, furnishing, possessing of intoxicating liquor; maintaining unlawful drinking places; bootlegging; operating a still; furnishing liquor to minor or intemperate person; using a vehicle for illegal transportation of liquor; drinking on a train or public conveyance; all attempts to commit any of the aforementioned. (Drunkenness and driving under the influence are not included in this definition.)

#### Larceny

The unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another.

#### Vandalism

To willfully or maliciously destroy, injure, disfigure, or deface any public or private property, real or personal, without the consent of the owner or person having

custody or control by cutting, tearing, breaking, marking, painting, drawing, covering with filth, or any other such means as may be specified by local law.

#### Simple Assault

An unlawful physical attack by one person upon another where neither the offender displays a weapon, nor the victim suffers obvious or aggravated bodily injury involving apparent broken bones, loss of teeth, possible internal injury, severe laceration or loss of consciousness.

#### Intimidation

To unlawfully place another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.

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## DEFINITIONS IN APPLICABLE JURISDICTIONS

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#### U.S. DEPARTMENT OF EDUCATION DEFINITIONS

*Domestic Violence:* a felony or misdemeanor crime of violence committed –

- By a current or former spouse or intimate partner of the victim;
- By a person with whom the victim shares a child in common;
- By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;



- By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or
- By any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.
  - For the purposes of complying with the requirements of this section and §668.41, any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

***Intimate Partner:*** includes persons legally married to one another; persons formerly married to one another; persons who have a child in common, regardless of whether such persons are married or have lived together at any time, couples who are in an “intimate relationship” including but not limited to couples who live together or have lived together, or persons who are dating or who have dated in the past, including same sex couples.

***Dating Violence:*** violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

- The existence of such a relationship shall be based on the reporting party’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

- For the purposes of this definition—
- Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
- Dating violence does not include acts covered under the definition of domestic violence.

For the purposes of complying with the requirements of this section and 668.41, any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

***Sexual Assault:*** an offense that meets the definition of rape, fondling, incest, or statutory rape as used in the FBI’s Uniform Crime Reporting (UCR) program. Per the National Incident-Based Reporting System User Manual from the FBI UCR Program, a sex offense is “any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.”

- **Rape** is defined as the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
- **Fondling** is defined as the touching of the private parts of another person for the purposes of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.
- **Incest** is defined as sexual intercourse between persons who

are related to each other within the degrees wherein marriage is prohibited by law.

- **Statutory Rape** is defined as sexual intercourse with a person who is under the statutory age of consent.

**Stalking:** engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

- Fear for the person’s safety or the safety of others; or
- Suffer substantial emotional distress.

For the purposes of this definition—

- *Course of conduct* means two or more acts, including, but not limited to, acts which the stalker directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveils, threatens, or communicates to or about, a person, or interferes with a person’s property.
- *Reasonable person* means a reasonable person under similar circumstances and with similar identities to the victim.
- *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

For the purposes of complying with the requirements of this section and section 668.41, any incident meeting this definition is considered a crime for the purposes of Clery Act reporting.

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## FLORIDA STATE DEFINITIONS

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**Consent:** Consent is defined in Florida within the criminal statute related to sexual battery. Consent means intelligent, knowing, and voluntary consent and does not include coerced submission. Consent shall not be deemed or construed to mean the failure by the alleged victim to offer physical resistance to the offender. State of Florida statutes clarify that consent is NOT obtained in the following circumstances:

- The victim is physically helpless to resist.  
The offender coerces the victim to submit by threatening to use force or violence likely to cause serious personal injury on the victim, and the victim reasonably believes that the offender has the present ability to execute the threat.
- The offender coerces the victim to submit by threatening to retaliate against the victim, or any other person, and the victim reasonably believes that the offender has the ability to execute the threat in the future.
- The offender, without the prior knowledge or consent of the victim, administers or has knowledge of someone else administering to the victim any narcotic, anesthetic, or other intoxicating substance that mentally or physically incapacitates the victim.
- The victim is mentally defective, and the offender has reason to believe this or has actual knowledge of this fact.
- The victim is physically incapacitated.
- The offender is a law enforcement officer, correctional officer, or

correctional probation officer or is an elected official or any other person in a position of control or authority in a probation, community control, controlled release, detention, custodial, or similar setting, and such officer, official, or person is acting in such a manner as to lead the victim to reasonably believe that the offender is in a position of control or authority as an agent or employee of the government.

For more information about Florida sexual battery statutes visit [www.leg.state.fl.us/Statutes](http://www.leg.state.fl.us/Statutes) (Chapter 794).

***Rape (Sexual Battery):*** Rape and sexual assault are called “Sexual Battery” under Florida criminal law. Sexual Battery is defined as oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object; however, sexual battery does not include an act done for a bona fide medical purpose.

***Domestic Violence:*** is defined as any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the

exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

***Dating Violence:*** is defined as violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

- A dating relationship must have existed within the past 6 months;
- The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
- The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

***Stalking:*** is defined a person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person. As used in this section, the term:

- **Harass** means to engage in a course of conduct directed at a specific person which causes substantial emotional distress to that person and serves no legitimate purpose.
- **Course of conduct** means a pattern of conduct composed of a series of acts over a period of time, however short,

which evidences a continuity of purpose. The term does not include constitutionally protected activity such as picketing or other organized protests.

- **Credible threat** means a verbal or nonverbal threat, or a combination of the two, including threats delivered by electronic communication or implied by a pattern of conduct, which places the person who is the target of the threat in reasonable fear for his or her safety or the safety of his or her family members or individuals closely associated with the person, and which is made with the apparent ability to carry out the threat to cause such harm. It is not necessary to prove that the person making the threat had the intent to actually carry out the threat. The present incarceration of the person making the threat is not a bar to prosecution under this section.
- **Cyberstalk** means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

• A person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of stalking, a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

A person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person and makes a credible

threat to that person commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

A person who, after an injunction for protection against repeat violence, sexual violence, or dating violence pursuant to s. 784.046, or an injunction for protection against domestic violence pursuant to s. 741.30, or after any other court-imposed prohibition of conduct toward the subject person or that person's property, knowingly, willfully, maliciously, and repeatedly follows, harasses, or cyberstalks another person commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

A person who willfully, maliciously, and repeatedly follows, harasses, or cyberstalks a child under 16 years of age commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

A law enforcement officer may arrest, without a warrant, any person that he or she has probable cause to believe has violated this section.

A person who, after having been sentenced for a violation of s. 794.011, s. 800.04, or s. 847.0135(5) and prohibited from contacting the victim of the offense under s. 921.244, willfully, maliciously, and repeatedly follows, harasses, or cyberstalks the victim commits the offense of aggravated stalking, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

The punishment imposed under this section shall run consecutive to any

former sentence imposed for a conviction for any offense under s. 794.011, s. 800.04, or s. 847.0135(5).

The sentencing court shall consider, as a part of any sentence, issuing an order restraining the defendant from any contact with the victim, which may be valid for up to 10 years, as determined by the court. It is the intent of the Legislature that the length of any such order be based upon the seriousness of the facts before the court, the probability of future violations by the perpetrator, and the safety of the victim and his or her family members or individuals closely associated with the victim.

The order may be issued by the court even if the defendant is sentenced to a state prison or a county jail or even if the imposition of the sentence is suspended and the defendant is placed on probation.

# FINANCIAL ASSISTANCE

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New York Film Academy Financial Aid Office:  
[financialaid@nyfa.edu](mailto:financialaid@nyfa.edu)

The Financial Aid Office is committed to helping students who might not otherwise be able to attend the New York Film Academy (NYFA). The Financial Aid Office facilitates a variety of financial aid programs that assist applicants and students with tuition costs and or living expenses. Financial aid programs may be awarded as grant or loans and are designed to aid students whose personal and family resources cannot meet the full cost of education. Financial aid awards are predominantly supplementary to the family's resources and best efforts to contribute to the student's education.

Financial aid programs include a full array of federal and state grants, student and parent loans and tuition discounts. Most financial aid resources are intended to supplement, not replace, the financial resources of the family. NYFA financial aid is designed to help you with the cost of education, which includes tuition, fees, books, supplies, food, housing and transportation.

Although the primary responsibility for meeting the costs of education rests with the student and his/her family, we recognize that many families have limited resources and are unable to meet educational costs.

Financial aid staff will evaluate the family's financial ability to pay for educational costs in order to distribute limited resources in a fair and equitable manner.

Students that borrow from the federal or private loan programs will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

Applicants and students should become familiar with the following information about the financial aid awards offered at NYFA.

- What basic financial aid is available, including information on all Federal and State programs
- The priority deadlines for submitting applications for each of the financial aid programs available
- How the school determines financial need (i.e. costs for tuition, books and living expenses)
- What resources (outside scholarships and other financial aid, etc.) are considered in the calculating need
- How much financial need has been met
- An explanation of the various programs in the student aid package
- What portion of the financial aid received must be repaid, and what portion is grant aid
- If aid is a loan - interest rates, the total amount to be repaid, payback procedures, length of repayment period time you have to repay the loan and when the repayment is to begin
- The cost of attending the programs
- Any refund policy with which the school is required to comply for the return of

- unearned tuition and fees
- The requirements and procedures for officially withdrawing from NYFA

It is the student's responsibility to:

- Review all information about school programs prior to enrollment
- Complete all application forms in a timely, accurate manner and send to the correct address
- Accurately complete all applications for student aid (errors can result in delays of receipt of financial aid), intentional reporting of false information on any application forms for federal financial aid is a violation of law and considered a criminal offense subject to penalties under the US Criminal Code.
- Return all additional information, verification, corrections and/or new information requested by the Financial Aid Office
- Read and understand all the forms they are required to sign and keep copies for their own records
- Accept responsibility for all signed agreements
- If the student accepts a loan – notify the lender of any change in name, address or enrollment status
- Know and comply with the deadlines for application or reapplication for aid
- Know and comply with NYFA's refund policy procedure
- Know and comply with NYFA's Satisfactory Academic Progress Policy

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## FINANCIAL NEED

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Students applying for financial aid are required to file the Free Application for Federal Student Aid (FAFSA) in order to be

eligible for all financial aid options except for selected tuition discounts. The FAFSA application determines the Expected Family Contribution (EFC) based on data supplied on the form. Financial need is the difference between the cost of attendance and the EFC determined from the FAFSA for the enrollment period specified on the award notification. After financial need is determined, an aid package is sent. The awards offered are contingent upon when the student applies, when the student is accepted, college resources available and funding levels set by the Federal and State governments.

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## HOW TO APPLY

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1. Complete the FAFSA by going online to <https://studentaid.gov/>
2. Submit requested verification documentation in a timely manner. Selected applicants may be asked to submit signed copies of their Federal Income Tax forms filed in the last two and other verification forms to NYFA for review. Financial aid cannot be disbursed without these documents.
3. Apply for Student Loans. To apply for a Direct Student Loan, students must complete a Master Promissory Note (MPN) and Entrance Interview. The MPN and Entrance Interview are available online at <https://studentaid.gov/>
4. Continuing students who want to reapply for Direct Loans need to file the FAFSA annually.
5. Additional financial options: other loan options include the Parent PLUS Loan for

Undergraduate Students (PLUS), Graduate PLUS Loan for Graduate Students, PLUS Loan MPN and Credit Check forms can be completed at [www.studentloans.gov](http://www.studentloans.gov).

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## FEDERAL EDUCATION LOANS

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New York Film Academy participates in the Federal Direct student loan program. The federal loan program offers a secure, government-regulated and reasonably affordable way to invest in yourself and your goal of a higher education.

Student Loans are financial obligations that must be repaid. While some loans are based on financial need, there are loan programs available to all federally-eligible students ~ regardless of income. Keep in mind that you should not borrow more than you need or can comfortably repay after leaving school. We recommend using the Loan Repayment Calculator as a guide to what your monthly payments will be once you enter repayment.

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## FEDERAL DIRECT LOAN PROGRAM

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The Federal Direct Stafford Loan program provides lending options for students as well as supplemental PLUS loans for graduate students or parents of dependent undergraduate students. Direct loans offer a variety of deferment and repayment options, and are financed directly by the U.S. Department of Education so there's no need to choose a lender

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## SUBSIDIZED STAFFORD LOANS

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A subsidized loan is awarded on the basis of financial need to undergraduate students only. The U.S. government pays (or subsidizes) the interest on this loan while you are enrolled at least half-time, and until the end of the six-month grace period. The interest rate for undergraduates borrowing the 2018-19 federal fiscal year is a fixed interest rate of 5.05 % for the life of the loan.

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## UNSUBSIDIZED STAFFORD LOANS

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An Unsubsidized Stafford Loan is awarded regardless of need. You are charged interest on the amount disbursed from the date of disbursement and you may either make or defer interest payments while you are in school and during the six-month grace period. If you defer your interest payments, the accumulated interest will be capitalized, or added, to the principal of your loan when you enter repayment. All future interest charges are then based on the new, higher principal amount. The interest rate for the 2020-21 federal fiscal year is 2.75% for undergraduate borrowers and 4.30% for students enrolled in a graduate program.

To apply for a Federal Direct Stafford Loan:

- Complete the free application for Federal Student Aid (FAFSA)
- Submit any documentation requested by the Office of Financial Aid.
- When the student's financial aid file is complete, an award package will be generated and sent to your home address.



To accept the loan offer on your award package (you may accept a lesser amount than what is offered):

- Complete the Master Promissory Note (MPN) for Direct Stafford Loans.
- Complete the Online Entrance Counseling.

To remain eligible for a Federal Direct Stafford Loan:

- Complete the free application for Federal Student Aid (FAFSA) for all subsequent award years
- Submit any documentation requested by the Office of Financial Aid
- Avoid bankruptcy
- Maintain Satisfactory Academic Progress
- Remain in satisfactory repayment status on prior loans or request an in school deferment from the NYFA Student Loan Manager.
- Complete online and in in-person exit counseling 30 days prior to completing your program of study. Students are notified of this requirement with follow-up reminder communications to ensure completion of the Exit Counseling requirement.

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## PLUS LOANS

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The Direct PLUS Loan is a credit-based government-insured loan made to graduate students or parents of dependent undergraduate students. The PLUS loan is a non-need based loan, and eligibility is based on the credit history of the borrower. The maximum amount borrowed cannot exceed the student's cost of education minus any other financial assistance (including

scholarships, work-study awards and the Federal Stafford Loan.) PLUS Loans do not have an interest subsidy ~ interest begins accruing on the amount disbursed, from the date of disbursement. PLUS loans are offered to the parents of dependent undergraduate students through the Parent PLUS program. Graduate students may apply for a graduate PLUS loan using the graduate PLUS program.

### *Interest Rate:*

The Direct PLUS Loan has a fixed interest rate of 5.30 % for the life of the loan.

### *Loan Fee:*

There is an Origination fee on the PLUS Loan. These fees change annually and can be found at <https://studentaid.gov>

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## PARENT (PLUS) FOR PARENTS OF DEPENDENT UNDERGRADUATE STUDENTS

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Parents or Step Parents of dependent undergraduate students can take out a Parent PLUS Loan to supplement their student's aid package. Parents may choose to defer payments on a PLUS Loan until six months after the date the student ceases to be enrolled at least half-time and to pay the accruing interest monthly or quarterly, or to defer interest payments and allow interest to be capitalized quarterly. A parent also has the option to choose not to defer payment, and can begin repaying both principal and interest while the student is in school.

For more information on the Parent PLUS Loan and credit worthiness, please visit the following website: <https://studentaid.gov/>

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## GRADUATE PLUS LOAN FOR GRADUATE STUDENTS

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This program is awarded to students enrolled in graduate or doctorate level programs, and is meant to supplement the funding from the Stafford Unsubsidized Loan program. You must be enrolled at least half-time in a degree-granting program and taking courses that lead to your graduate level degree. Students will receive an automatic deferment on the principal amount of the loan while enrolled at least half-time. You are charged interest from the time the loan is disbursed and may either make or defer interest payments while you are in school and during periods of deferment. If you defer your interest payments, the accumulated interest will be capitalized, or added, to the principal of your loan when you enter repayment. All future interest charges are then based on the new, higher principal amount.

Unlike the Stafford Loan, there is no grace period for the Graduate PLUS Loan, you will enter repayment immediately after you graduate, withdraw or drop to less than half-time enrollment.

For more information on the Graduate PLUS Loan and credit worthiness, please visit: [www.studentloans.gov](http://www.studentloans.gov).

To apply for a Federal Direct Parent PLUS or Graduate PLUS Loan:

- Complete the free application for Federal Student Aid (FAFSA)

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## OTHER TYPES OF FINANCIAL ASSISTANCE

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### **Private Scholarship Sources:**

While it takes some effort to find these competitive private sources, it is well worth the time to locate additional funds. High school guidance counselors, public libraries, the Office of Financial Aid and websites for scholarship searches are the best sources for students to locate other unique opportunities for financial assistance.

### **Veterans Educational Benefits:**

Many Veterans Educational Benefits are potentially available for veterans and service members. Spouses and family members of veterans may also be eligible for Education and Training Benefits. The New York Film Academy (NYFA) assists veterans and their family members by helping to simplify GI Bill® educational benefits to the best of their ability but will always defer to the Department of Veterans Affairs (VA), which is the only entity that can provide and approve VA educational benefits eligibility. For more information please contact the Department of Veterans Affairs at 1-888-442-4551.

### **NYFA Need-Based Tuition Discount:**

NYFA is pleased to offer a need-based tuition discount to qualifying students. This is an institutional-based tuition discount (up to \$15,000.00) to help pay for a portion of the student's cost of education in all NYFA programs.

To qualify for this aid, candidates must show a credible need through documentation (i.e. personal income tax or parents' income tax statement), translated to English and converted to US dollars (if necessary). Additionally, applicants must submit an essay describing accomplishments and justification

for consideration of NYFA's Tuition Discount. Completed application, essay and documentation should be submitted to the Financial Aid Office. Completed applications are reviewed and students are notified within four weeks of their funding awards. For more information, students may email: [financialaid@nyfa.edu](mailto:financialaid@nyfa.edu)

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## FINANCIAL AID WARNING

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Students will receive notification of their Financial Aid Warning status if they have not met the minimum requirements for Satisfactory Academic Progress in the previous semester.

Students placed in a Financial Aid Warning status will receive federal financial aid for the Warning semester of enrollment but must meet all SAP requirements at the end of the semester. If he/she does not do so, federal financial aid eligibility will be suspended.

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## FINANCIAL AID TERMINATION

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Financial Aid Termination results from 2 consecutive semesters below the minimum SAP requirements. The student loses eligibility for Federal Student Aid until he/she meets the minimum SAP requirements for a full semester. Students may appeal this status if the student was experiencing extenuating medical or financial circumstances that negatively impacted his/her academic performance. Appeals must be directed to the student's designated Academic Advisor who will develop an academic plan for the student. Failure to meet the requirements of the

academic plan will result in termination of financial aid eligibility.

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## FINANCIAL AID POLICIES

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### ***Disbursement of Financial Aid:***

Federal, state and school grants for each semester are posted to the student's tuition account approximately two weeks after the add/drop period of each semester. Students must meet all academic and financial aid requirements before funds will be posted. The US Department of Education will deduct a loan origination fee for all Direct Loan/Direct PLUS recipients. Direct Loan/Direct PLUS proceeds are sent directly to the school. Students are notified when loans have been credited and have the option to cancel all or a portion of those loans. Students with outside scholarships should notify the Office of Financial Aid by sending a copy of the award letter. The amount must be included as a financial aid resource and may affect the student's eligibility for previously awarded aid.

### ***Financial Aid Refund Policy:***

In accordance with the 1998 Code of Federal Regulations (CFR) 668.22, the Office of Financial Aid is required by federal regulation to determine how much federal financial aid was earned by students who withdrew, dropped out, have been dismissed or have taken a leave of absence prior to completing 60% of the program.

If a student received 100% of their aid during the semester, the institution would be required to return the portion of the funds not eligible to receive based on the date of withdrawal.

NYFA must return the amount of funds for which it is responsible no later than 45 days after the date of the student's withdrawal.

Refunds are allocated in the following order:

- Unsubsidized Direct Student Loans (other than PLUS loans)
- Direct Subsidized Student Loans
- Direct PLUS loans
- Federal Pell Grants for which a return of funds is required
- Federal Supplemental Opportunity Grants for which a return of funds is required
- Other assistance under this Title for which return of funds is required (e.g. LEAP)

If the return calculation resulted in more aid than was actually disbursed to the student, the institution may owe the student a post-withdrawal disbursement which must be paid within 120 days of the student's withdrawal. Permission from the student may be required to issue the post-withdrawal disbursement. Written notification will be provided to the student and must be signed and returned within a specified period of time in order to credit the funds to a student's account.

## TUITION COSTS & REFUND POLICY

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All tuition costs are listed in USD and are subject to change. Please check the NYFA Catalog, South Beach, for tuition, equipment or lab fees. Students will also incur additional expenses on their own productions. This varies depending on the scale of the projects, how much film they shoot or how much of their work they choose to print.

Total tuition costs are based on the prescribed length of the program. Students who receive transfer credit for previous academic work or training may be entitled to a reduction in tuition. This reduction in tuition would be on a pro-rated, per credit unit basis, depending on the number and type of units transferred, and the course(s)/semester(s) to which they apply.

Students have the option to pay tuition and institutional fees & charges in full, after the student has been accepted and enrolled. **Student is obligated to pay tuition 30 days prior to the start of each semester.**

*Please note an annual increase is expected for some tuition and fees.*

Should a student's enrollment be terminated or cancelled for any reason, all refunds will be made according to the following refund schedule:

1. Cancellation can be made in person, by electronic mail, by Certified Mail or by termination. To request a refund, a ***Withdrawal Refund Request Form*** must be submitted to the Registrar's office.
2. All monies will be refunded if the school does not accept the applicant or if the student cancels within three (3) business days after signing the enrollment agreement and making initial payment.
3. Cancellation after the third (3<sup>rd</sup>) Business Day, but before the first class, results in a refund of all monies paid, with the exception of the registration fee.
4. *Partial withdrawal (course)* - A student who officially drops a course during the drop/add period of the semester (first 5 days) will be refunded 100% of the tuition paid and all refundable fees. After the drop/add period of the semester, no refunds are issued for partial withdrawals.
5. *Withdrawal from the College (Full semester)* - A student who officially withdraws before the first day of class from all courses will be refunded the total tuition, plus refundable fees. Students who officially withdraw from

all courses during the drop/add period (first 5 days) of the semester will receive a 100% refund plus all refundable fees.

6. Students who officially withdraw after the first 5 days of the semester and on or before the 10<sup>th</sup> day after the beginning of the semester will receive a 75% refund of tuition paid, plus all refundable fees. Students who officially withdraw from the College after the 10<sup>th</sup> day of the semester and on or before the 15<sup>th</sup> day of the semester will receive a 50% refund of tuition paid plus all refundable fees. There will be no refund after the 15<sup>th</sup> day of the semester.
7. *Official Notification of Withdrawal* – Students must notify the registrar’s office of their intent to withdraw from active enrollment status. Official notification occurs when a student completes and signs a NYFA withdrawal form. An official withdrawal date is determined by the date the student signs and submits the withdrawal notification and confirmed by the registrar’s office. The withdrawal date will be used to calculate institutional refunds and any return of unearned Federal student aid funding. The following withdrawal dates will be used when official notification is given: Date student began the formal withdrawal process or provided official notification or the

last date of academically related activity if a student attends after their official notification of withdrawal.

8. *Unofficial Notification of Withdrawal* – When a student stops attending class without providing official notification of their intent to withdraw the withdrawal date will be determined using the following criteria: Last date of an academically-related activity – if records indicate that the student attended; or Date of illness, accident, etc. when student is unavailable to request an official withdrawal; or Beginning of a Leave of Absence if student does not return.
9. Refunds will be made within 30 days of termination of students’ enrollment or receipt of Cancellation Notice from student.

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## GROUNDS FOR TERMINATION

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A student’s enrollment can be terminated at the discretion of the institution for insufficient academic progress, non-payment of academic costs, or failure to comply with rules and policies established by the institution as outlined in the catalog and this agreement.

# SEX-BASED DISCRIMINATION AND SEXUAL MISCONDUCT POLICY

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## I. Policy Statement

New York Film Academy is committed to creating and maintaining a learning, living, and working environment free of sex-based discrimination and sexual misconduct, where healthy, respectful, and consensual conduct represents the campus cultural norm. Sexual misconduct is defined as prohibited conduct under this policy and may take the form of sex-based discrimination or harassment, sexual harassment, sexual assault, stalking, sexual battery, sexual exploitation, or intimate partner violence.

Consistent with this commitment and complying with all applicable laws and governmental regulations, this policy establishes a standard of zero tolerance for sex-based discrimination and sexual misconduct in all its forms. NYFA will promptly respond in a fair and impartial manner to all allegations of sex-based discrimination or sexual misconduct, provide assistance and support to those affected, and take appropriate disciplinary action upon finding a violation of this policy.

NYFA does not discriminate on the basis of sex or gender in its educational programs and activities, including admissions, financial aid, and other types of NYFA programs. NYFA also prohibits other types of discrimination and harassment. If a member of the NYFA community - students, faculty, staff, guests, and visitors - feels they have been the subject of other types of discrimination or harassment, they should consult with the Dean of Students.

## II. Education and Prevention Programs

- A. In an effort to uphold the goals of this policy, NYFA conducts prevention and awareness training for students, staff, and faculty. NYFA engages in comprehensive, intentional, and integrated programming, initiatives, strategies, and campaigns intended to end dating violence, domestic violence, sexual assault, stalking, and all other forms of sex-based discrimination and sexual misconduct. Our prevention and awareness training programs:
  - 1. Are culturally relevant, inclusive of diverse communities and identities, sustainable, responsive to community needs, and informed by research, or assessed for value, effectiveness, or outcome; and
  - 2. Consider environmental risk and protective factors as they occur on the individual, relationship, institutional, community and societal levels.
- B. Primary and ongoing prevention and awareness programming for students, faculty, and staff provides information regarding:
  - 1. NYFA's prohibition of crimes of dating violence, domestic violence, sexual assault, and stalking and the types of behaviors that constitute said crimes,
  - 2. What consent is and what it is not,
  - 3. Safe and positive options for bystander intervention,
  - 4. Risk reduction, and
  - 5. Options and resources for victims of sex-based discrimination and sexual misconduct.

## III. To Whom Policy and Procedures Apply

- A. This policy applies in its entirety to NYFA students, student groups, and to all faculty and staff covered by Title IX laws, rules, and regulations. The sections on information, resources, and procedures also apply to faculty and staff members and third parties who report sex-based discrimination and sexual misconduct they have allegedly experienced by a member of NYFA's community. Although NYFA is at times limited in its control of third parties, the prohibited behaviors defined in this policy define the behavioral expectations NYFA holds for third parties.

1. A *student* is defined as all persons enrolled in or registered for courses at NYFA, either full-time or part-time, pursuing a degree or certificate program. Persons who withdraw after allegedly violating this policy, who are not officially enrolled for a particular term but who have a continuing relationship with NYFA, or who have applied for admission are considered students. Additionally, this policy defines a student as a person who has previously been enrolled and is eligible to return following a voluntary or involuntary medical withdraw, leave of absence, or vacation break. This policy also applies to former students who committed violations of the policy during their time as a student.
  2. A *student group* is defined as one which:
    - a. Has satisfied the administrative procedures for recognition, or
    - b. Is functioning within NYFA's community in the capacity of a student group.
  3. A *third party* is an individual who is not a NYFA student, faculty, or staff member. Third parties may be visitors and guests who enter NYFA property or a NYFA-sponsored event.
- B. NYFA shall have jurisdiction over the behavior of students, student groups, faculty, and staff on NYFA premises or facilities contracted by NYFA, at NYFA-sponsored events, or at other off-campus locations if the behavior adversely affects NYFA's community, and/or may contribute to a hostile living, learning, or work environment.
- C. For the purposes of this policy, the individual who is reported to have experienced prohibited conduct is referred to as the *Complainant*. The *Respondent* is the individual who is reported to have committed the prohibited conduct. *Witnesses* are individuals identified by the Complainant, Respondent, or during the course of the investigation, who may have information about the alleged prohibited conduct.

IV. **Title IX Coordinators**

NYFA's Title IX Coordinators are responsible for carrying out the day-to-day responsibilities of enforcing this policy, which shall include coordination of training, education, and communications and administration of grievance procedures by assisting parties in identifying the appropriate NYFA policy and personnel to help resolve the complaint in a prompt and equitable manner.

New York / NYFA at Harvard Campuses

Carlye Bowers  
 Director of Campus Life & Title IX Coordinator  
 17 Battery Place, 5th Floor, Suite 501  
 New York, NY 10004  
 NYtitle9@nyfa.edu  
 212-674-4300, ext. 209

Los Angeles Campus

Albert Roberson  
 Title IX Coordinator  
 3300 Riverside Drive, 2nd Floor, Suite 220  
 Burbank, CA 91505  
 LAtitle9@nyfa.edu  
 818-333-3558, ext. 1134

South Beach Campus

Liliana Brown  
 International Student Advisor & Deputy Title IX Coordinator  
 420 Lincoln Road, 2nd Floor, International Student Office  
 Miami, FL 33139  
 SBtitle9@nyfa.edu  
 305-534-6009, ext. 123



V. **Other Potentially Relevant Policies and Procedures**

- A. If the Respondent is a faculty or staff member, NYFA's Title IX Coordinator and Human Resources offices will coordinate the investigation and follow the policy and procedures set forth in *NYFA's Employee Handbook*.
- B. If the Respondent is a student or a student group, in addition to this policy, NYFA's Title IX Coordinator may address prohibited conduct alleged as set forth in *NYFA's Student Conduct Code*.
- C. If the Respondent is a third party, NYFA's ability to take action may be limited and is determined by the prohibited conduct and the nature of the relationship of the third party to NYFA. The Title IX Coordinator, in consultation with the Dean of Students, will determine the appropriate manner of resolution, which may include referral to law enforcement or restriction from access to campus, NYFA affiliated facilities, or NYFA activities.
  - 1. Complaints involving third party workers, contractors, and temporary employees will be referred to Human Resources for review and appropriate action.
  - 2. NYFA will offer resources and assistance to all who experience or are affected by alleged prohibited conduct. In instances where this policy does not apply, if requested, NYFA administration will assist in contacting external law enforcement.

VI. **Resources, Support, and Protective Measures**

When a student, faculty, or staff member reports to the Title IX Coordinator that they have experienced sexual assault, intimate partner violence (dating and domestic violence), stalking or other forms of sex-based discrimination or sexual misconduct, whether the incident(s) occurred on or off campus, NYFA will provide the Complainant with written information that identifies existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, and other services available on campus and within the community. The written notification will also describe options for available assistance in - and how to request changes to - academic, living, transportation, and working situations. Students, faculty, and staff may contact the Title IX Coordinator to request information about the available options.

A. **Supportive Measures**

- 1. Supportive measures will be available, regardless of whether or not a Complainant chooses to pursue resolution through this policy or report to law enforcement. Supportive measures are non-disciplinary, non-punitive individualized services intended to restore or preserve access to NYFA's educational programming and activities, without disrupting the other individuals (Complainant, Respondent or Witness); protect the safety of all individuals and the educational environment; and deter sex-based discrimination and sexual misconduct. Students, faculty, and staff who are Complainants, Respondents, or Witnesses can make requests to the Title IX Coordinator, who will help identify available options, determine the best course of action, and coordinate effective implementation of supportive measures, where reasonable and appropriate.
- 2. NYFA will maintain the confidentiality of supportive measures provided to the Complainant, Respondent, and Witnesses to the extent that maintaining such confidentiality will not impede the provisions of such supportive measures, and as permitted by law. NYFA may provide the following options, temporarily or ongoing, if requested to the Title IX Coordinator and reasonably available:
- 3. Supportive measures for students
  - a. Accommodations - measures taken, where reasonable and appropriate, to ensure safety, prevent retaliation, and avoid an ongoing hostile environment. Accommodations for students may include, but not limited to, the following options:
    - 1. Academic assistance: transferring to another section or class time slot, rescheduling an assignment or test, accessing academic support, such as tutoring, arranging for incompletes, a leave of absence or withdraw from

- course(s), preserving eligibility for financial aid, needs-based or talent-based discounts, or international student visas
      - 2. Mental health services, such as counseling
      - 3. Providing resources available for medical assessment, treatment, and crisis response
      - 4. Change in housing: switching dorm rooms, relocating to a different floor, or assistance in finding alternative 3rd party housing
      - 5. Providing resources and options available for contacting law enforcement
      - 6. Providing an escort for the student to move safely between NYFA classes and programs
      - 7. Transportation and parking assistance
      - 8. Assistance in identifying additional resources off campus
    - b. No Contact Order (NCO) - a directive issued to two or more persons agreeing to no communication (verbal, written, 3rd party contact, or through electronic means) in order to protect the educational environment. A NCO is not a punitive sanction, however, failure to abide by the agreement may constitute a policy violation and may result in disciplinary action.
  - 4. Supportive measures for faculty and staff members
    - a. Accommodations - measures taken to ensure safety, prevent retaliation, and avoid an ongoing hostile environment. Accommodations for faculty and staff may include, but not limited to, the following options:
      - 1. Change in the nature or terms of employment, such as adjustments to working schedule
      - 2. Providing an escort for the employee to move safely between NYFA classes and programs
      - 3. Transportation and parking assistance
      - 4. Assistance in identifying additional support resources off campus
      - 5. Employee Assistance Program (EAP)
    - b. No Contact Order (NCO) - a directive issued to two or more persons agreeing to no communication (verbal, written, 3rd party contact, or through electronic means) in order to protect the educational and working environment. A NCO is not a punitive sanction, however, failure to abide by the agreement may constitute a policy violation and result in disciplinary action.
- B. Protective Measures
1. Protective measures may be taken by the Title IX Coordinator after receiving a formal complaint, but prior to the outcome of an investigation. These actions are taken against a Respondent, in the interim, based on the totality of the circumstances known at the time and may be adjusted as needed. They may also be kept in place until the final outcome of an investigation. Protective measures are intended to protect Complainant(s), Witness(es), and/or the campus community from additional or ongoing sexual misconduct or sex-based discrimination.
  2. Failure to comply with an interim protective measure may be a separate policy violation and may result in disciplinary action. Students, faculty, and staff have the right to appeal an interim protective measure taken against them, per the appeals process described in this policy.
  3. Protective measures for students, faculty and staff include, but are not limited to, the following:
    - a. Procedural Hold - where there is reasonable cause to believe that separation of a student is necessary to protect the personal safety of person(s) within the NYFA community, or NYFA property, and/or to ensure the maintenance of order. The procedural hold may include exclusion from classes, or specified NYFA activities, or from NYFA property. The Title IX Coordinator will consult with the Dean of Students and/or Campus Dean to determine whether a procedural hold is the appropriate course of action.

- b. Emergency Removal - the removal of a student from campus, housing, or NYFA affiliated programs/activities. The Title IX Coordinator will consult with the Dean of Students and/or Campus Dean to determine whether an emergency removal is the appropriate course of action.
  - c. Administrative Leave - the removal of a faculty or staff from NYFA facilities. The Title IX Coordinator will consult with Human Resources to determine whether administrative leave is warranted, with or without pay.
  - d. No Contact Order (NCO) - a directive issued to two or more persons agreeing to no communication (verbal, written, 3rd party contact, or through electronic means) in order to protect the educational and working environment. A NCO is not a punitive sanction, however, failure to abide by the agreement may constitute a policy violation and may result in disciplinary action.
- C. Privileged and confidential resources for students  
 Student Complainants, Respondents, and Witnesses who want someone to talk to, but do not want to report the incident to the institution, may have a conversation with the individuals on campus identified below who have a professional requirement to maintain confidentiality. However, if a Complainant, Respondent, or Witness discloses sex-based discrimination or sexual misconduct to the individuals listed below when that individual is not acting in the role that provides them privilege, the individual is required to make a report to the Title IX Coordinator. An example of a confidential resource acting outside their primary capacity may be when a counselor is facilitating an educational workshop. The individuals on campus who are privileged and confidential resources when working in the following roles are listed below:

New York Campus - Counseling Services

Jacquelyn Hunt, LCSW  
 17 Battery Place, 1st Floor  
 New York, NY 10004  
 counseling@nyfa.edu  
 212-674-4300, ext. 276

Los Angeles Campus- Counseling Services

Kathia Rabelo, LMFT  
 3300 W. Riverside Drive, 4th Floor  
 Burbank, CA 91505  
 kathia.rabelo@nyfa.edu  
 818-333-3558

Jackie Rabinowitz, LMFT  
 3300 W. Riverside Drive, 4th Floor  
 Burbank, CA 91505  
 jackie.rabinowitz@nyfa.edu  
 818-333-3558

Lisa Todd, LMFT  
 3300 W. Riverside Drive, 4th Floor  
 Burbank, CA 91505  
 lisa.todd@nyfa.edu  
 818-333-3558

South Beach Campus - Counseling Services

Vivina Eglueta, PhD  
 420 Lincoln Road, 3rd Floor

Miami, FL 33139  
vivina.eglueta@nyfa.edu  
305-318-7859

*There are certain circumstances under state and federal law that require or allow mental health professionals to break confidentiality, without consent if necessary. These include circumstances where there is serious danger to self or others, suspicion of child or elder abuse, or by court subpoena.*

- D. Privileged and confidential resources for faculty and staff  
Faculty and staff Complainants, Respondents, and Witnesses may seek confidential consultation through NYFA's *Employee Assistance Program*. Faculty and staff can log into their online Paycom account for information on how to access this program and/or contact Human Resources for more information.
- E. Community Resources and National Hotlines  
Students, faculty, and staff may also access resources located throughout the state and local communities. These organizations and national hotlines can provide a variety of resources including crisis intervention services, counseling, medical attention, and assistance dealing with the criminal justice system.

#### New York City

- NYC Alliance Against Sexual Assault: <http://www.svfreencyc.org>
- New York State Domestic Hotline: <http://www.opdv.ny.gov/help/dv/hotlines.html>
- Office for the Prevention of Domestic Violence: <http://www.opdv.ny.gov/help/index.html>
- Legal Momentum: <https://www.legalmomentum.org/>
- NYSCASA: <http://nyscasa.org/>
- NYSCADV: <http://www.nyscadv.org/>
- Anti-Violence Project: <http://www.avp.org>
- Safe Horizons: <http://www.safehorizon.org/>
- New York City Family Justice Centers: <http://www1.nyc.gov/site/ocdv/programs/family-justice-centers.page>

#### Los Angeles / Burbank

- Peace Over Violence: <https://www.peaceoverviolence.org>
- Strength United: <https://www.csun.edu/eisner-education/strength-united/services>
- Rape Treatment Center, UCLA Medical Center: <https://www.uclahealth.org/santa-monica/rape-treatment>
- YWCA Los Angeles: <https://ywcagla.org/what-we-do/programs/sexual-assault/>
- YWCA Glendale, DV Project: <https://www.glendaleywca.org>
- Victim Assistance Program: <https://www.help4crimvictims.org>
- Family Violence Program Burbank: <https://familyserviceagencyofburbank.org/>
- Rainbow Services: <http://rainbowservicesdv.org/>
- Jewish Family Services of Los Angeles: <https://www.jfsla.org>
- 1736 Family Crisis Center: <http://www.1736familycrisiscenter.org/>

#### South Beach / Miami

- Victim Response Inc. The Lodge: <https://www.thelodgemiami.org>
- Florida Council Against Sexual Violence : <https://www.fcasv.org>
- Coordinated Victims Assistance Center: <https://casa-us.org/cvac-office/>
- The Florida Bar : <https://www.floridabar.org>
- Roxy Bolton Rape Treatment Center: <http://jacksonhealth.org/services-rape-treatment.asp>

- Kristi House: <http://www.kristihouse.org/>
- Help Miami: <https://jcsfl.org/services/helpline/>

#### Cambridge

- The Massachusetts Office for Victim Assistance: <http://www.mass.gov/mova/>
- Middlesex County District Attorney's Office: <http://www.middlesexda.com>
- Jane Doe Inc.: <http://janedoe.org>
- Boston Area Rape Crisis Center (BARCC): <http://www.barcc.org>
- Cambridge Health Alliance Victims of Violence Program: <http://www.challiance.org/cha-services/victimrs-of-violence.aspx>

#### National Hotlines

- National Sexual Assault Hotline: 1-800-646-HOPE(4673)
- National Domestic Violence Hotline: 1-800-799-7233
- National Suicide Prevention Lifeline: 1-800-273-8255
- Rape Abuse and Incest National Network (RAINN) 1-800-656-4673

## VII. Information on Reporting

### A. Timely warnings

When an incident of sex-based discrimination or sexual misconduct is reported to NYFA and involves an alleged crime that constitutes a possible threat to the campus community, NYFA will evaluate each incident on a case-by-case basis to determine if a timely warning notice will be distributed to the community in a manner consistent with the requirements of the *Clery Act*. NYFA will not release the name or identifying information about the Complainant.

### B. Preserving information

1. Physical information such as receipts, text messages, pictures, videos, emails, Facebook posts or messages, Snapchats, or other social media posts may be helpful during an investigation. Complainants, Respondents, and Witnesses are encouraged to gather said information because they will have the opportunity to present it during the investigation process. It is recommended that all text messages, and related social media posts not be deleted, but be preserved, even if the decision to make a formal complaint has yet to be made.
2. In incidents of sexual assault, intimate partner violence (dating and domestic violence), or stalking, it is important to preserve evidence to aid in an institutional investigation, a legal process, and/or obtaining a protection order. Evidence may be collected whether or not a Complainant chooses to make a report to law enforcement. Evidence of violence such as bruising or other visible injuries following an incident of intimate partner violence should be documented through the preservation of photographic evidence. Evidence of stalking, such as cyber communications, should be saved and not altered in anyway.

### C. Reporting to hospitals and medical professionals

1. Seeking medical attention through emergency and follow-up services is recommended and can address physical well-being, health concerns, such as sexually transmitted diseases, and may provide a sexual assault forensic examination. While medical attention can be accessed at any medical facility, there are certain facilities that have specially-trained staff to conduct forensic exams. A forensic exam collects physical evidence, through vaginal and anal examinations, collections of fingernail scrapings and clippings, blood testing, etc., that may aid in an institutional investigation, a legal process, and/or the procurement of a protection order. A forensic exam may also test for and treat sexually transmitted diseases and pregnancy. The decision to obtain a forensic exam does not commit any individual to any course of action but does preserve the full range of options to seek resolution, if the individual chooses to in the future.
2. As time passes, evidence may dissipate or become unavailable, therefore it is recommended to obtain a sexual assault forensic exam as soon as possible following the alleged incident.

Individuals are encouraged to not bathe, douche, smoke, use the toilet, or clean the location where the alleged incident occurred. Items that were worn during or sheets and towels used during the alleged incident should be placed in paper bag and brought to the forensic exam.

3. NYFA does not have health or medical centers on its campuses. If a student, faculty, or staff member is in need of medical assistance, NYFA will not provide transportation from campus but may assist in securing transportation and may accompany an individual, if requested. The hospitals and medical centers listed below have the ability to conduct a sexual assault forensic examination:

New York City

- Beth Israel Medical Center, Manhattan  
10 Nathan D Perlman Pl,  
212.420.2000
- NYC Health + Hospitals/Gotham Health, Brooklyn  
295 Flatbush Avenue Extension  
718.388.5889

Los Angeles/ Burbank

- Lakeside Community Healthcare Urgent Care  
191 S Buena Vista St #150  
Burbank, CA 91505  
818.295.5920
- Cedars-Sinai Medical Center  
8700 Beverly Blvd  
Los Angeles, CA 90048  
310.423.3277
- Santa Monica-UCLA Medical Center  
Rape Treatment Center  
1250 16th Street  
Santa Monica, CA 90404  
424.259.7208
- Keck Hospital - University of Southern California  
1500 San Pablo Street  
Los Angeles, CA 90033  
1.800.872.2273

South Beach/ Miami

- Jackson Memorial Hospital  
Roxy Bolton Rape Treatment Center  
1611 NW 12th Avenue  
Institute Annex, 1st Floor  
Miami, FL 33136  
305.585.7273
- Nancy J. Cotterman Center  
Sexual Assault Treatment Center  
400 NE 4th Street  
Fort Lauderdale, FL 3301

### Cambridge

- Cambridge Hospital  
1493 Cambridge Street  
Cambridge, MA 02139  
617.665.1000
  
- Beth Israel Deaconess Medical Center  
330 Brookline Avenue  
Boston, MA 02215  
617.667.8141

#### D. Reporting to law enforcement

1. Complainants have the option to report to law enforcement simultaneously or in lieu of reporting to the Title IX Coordinator. Reporting to law enforcement may start a criminal investigation and adjudication within the criminal justice system, which is a separate process from this policy. NYFA supports any Complainant who chooses to make a police report and encourages Complainants to contact the precinct in the city where the incident occurred. The Title IX Coordinator can assist an individual in locating the appropriate police precinct, if requested. All Complainants will be informed of this reporting option and assured that the Title IX Coordinator will cooperate with any investigation to the extent possible under federal and state laws.
2. Students, faculty, and staff who want to make a police report in addition to, or in lieu of, reporting to NYFA may contact law enforcement directly by calling 911 for emergencies or:
  - New York City Campus: New York Police Department, 1st Precinct - 212-741-4811
  - Los Angeles Campus: Burbank Police Department - 818-238-3000
  - South Beach Campus: Miami Beach Police Department - 305-673-7900
  - NYFA at Harvard Campus: Harvard University Police Department - 617-495-1212
3. If a student obtains a restraining order or protection order against another individual, the student is encouraged to disclose that information to the Title IX Coordinator, Dean of Students, or Campus Dean so NYFA can assist in making reasonable accommodations. Faculty and staff are encouraged to share information of a restraining order or protection order with Human Resources, in addition to the Title IX Coordinator.

#### E. Reporting to Title IX

1. NYFA encourages the campus community to report all incidents of sex-based discrimination or sexual misconduct, defined as *Prohibited Conduct* in this policy, to the Title IX Coordinator. The individuals designated as Title IX Coordinators are available to address any concerns, answer questions about this policy, or receive a complaint of sex-based discrimination or sexual misconduct. Contact information for the Title IX Coordinators at each campus are located previously in the *Title IX Coordinators* section of this policy.
2. Reports by individuals who want to remain anonymous or do not wish to pursue an investigation
  - a. A Complainant may request anonymity or ask that the Title IX Coordinator not pursue an investigation or take any other action. Such requests will be evaluated by the Title IX Coordinator. The Title IX Coordinator will determine whether the request to not take action can be honored, based off NYFA's commitment to provide a safe and non-discriminatory environment for the campus community. Requests for anonymity will be taken seriously, but cannot be guaranteed, as such requests may limit the Title IX Coordinator's ability to investigate and take reasonable action in response to a complaint. NYFA is committed to making reasonable efforts to protect the privacy of all individuals involved in the process and respect requests of Complainants. If NYFA

- is unable to honor anonymity or a non-investigation request, the Title IX Coordinator will inform the Complainant of the chosen course of action.
- b. Anonymity and non-investigation requests will be weighed against various factors, including but not limited to the following:
    - i. The severity of the alleged conduct
    - ii. Any potential threats to community safety or if circumstances suggest that there is an increased risk of future acts of sexual violence
    - iii. The respective positions of the Complainant and Respondent
    - iv. Whether there have been other complaints against the Respondent or record of prior acts of violence
3. Timeframe for reporting
    - a. A complaint may be filed at any time, regardless of the length of time between the alleged incident and the decision to come forward. NYFA understands the sensitive nature of these incidents and acknowledges that many reports of sex-based discrimination or sexual misconduct may be delayed.
    - b. NYFA encourages prompt reporting to allow for the collection and preservation of evidence that may be helpful during an investigation or criminal proceeding. Additionally, a delay in filing a complaint may limit the Title IX Coordinator's ability to respond. If the complaint is delayed to the point where one of the parties has graduated or is no longer employed, NYFA will still seek to meet its Title IX obligation by taking reasonable action to end the harassment, prevent its recurrence, and remedy its effects.
  4. Amnesty for students who report or participate as witnesses
 

In an effort to encourage reporting, students who participate in sex-based discrimination or sexual misconduct investigations may not be held accountable for NYFA Student Conduct Code violations that may have occurred at the time of, or as a result of the alleged incident - for example, being under the influence of drugs or alcohol. The amnesty policy only applies to violations of the Student Code of Conduct, unless NYFA determines the violation(s) was extreme. Extreme violations include, but not limited to, actions that place the health and safety of others at risk or that involve academic dishonesty. This policy does not prevent action by police or other legal authorities.
- F. Reporting to NYFA faculty and staff
- NYFA considers all NYFA employees (faculty and staff) to be "responsible employees" under federal Title IX regulations and have a duty to report any allegations that may violate this policy, to the Title IX Coordinator, Dean of Students, Campus Dean, or Human Resources. NYFA employees are required to disclose all information, including the names of parties, even when the person has requested anonymity. The only exception(s) to this requirement are NYFA Counseling Services Staff, as listed previously in this policy. Employees who fail to report information of sex-based discrimination or sexual misconduct defined under this policy, may be subject to disciplinary action.
- G. Reporting to governmental authorities
- Students, faculty, and staff may also file a complaint with the Office for Civil Rights if they feel that they have been subjected to unlawful harassment or discrimination.

Students, faculty, and staff at the New York City campus may contact:

Office for Civil Rights U.S. Department of Education  
 32 Old Slip, 26th Floor, New York, NY 10005-2500  
 Telephone: 646-428-3900; Fax: 646-428-3843; TDD: 800-877-8339  
 Email: OCR.NewYork@ed.gov

Students, faculty, and staff at the Los Angeles campus may contact:

Office for Civil Rights U.S. Department of Education  
 50 United Nations Plaza, San Francisco, CA, 94102



Telephone: 415-486-5555; Fax: 415-486-5570; TDD: 800-877-8339  
Email: OCR.SanFrancisco@ed.gov

Students, faculty, and staff at the South Beach campus may contact:

Office for Civil Rights U.S. Department of Education  
61 Forsyth St. S.W., Suite 19T10, Atlanta, GA, 30303-8927  
Telephone: 404-974-9406; Fax: 404-974-9471; TDD: 800-877-8339  
Email: OCR.Atlanta@ed.gov

Students, faculty, and staff at the NYFA @ Harvard Campus may contact:

Office for Civil Rights U.S. Department of Education  
5 Post Office Square, 8th Floor, Boston, MA, 02109-3921  
Telephone: 617-289-0111; Fax: 617-289-0150; TDD: 800-877-8339  
Email: OCR.Boston@ed.gov

**VIII. Affirmative Consent**

- A. Affirmative consent is an expectation for individuals engaging in sexual activities. Affirmative consent is a knowing, voluntary, and mutual decision among all participants to engage in a sexual activity.
1. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate consent. Consent is active, not passive, and cannot be assumed. If there is confusion or ambiguity, individuals need to stop sexual activity and communicate about each person's willingness to continue.
  2. Consent cannot be procured by the use of physical force, compulsion, threats, intimidating behavior, or coercion.
  3. The definition of affirmative consent does not vary based on a participant's sex, sexual orientation, gender identity, gender expression or relationship status.

**IX. Prohibited Conduct**

- A. Absence of Affirmative Consent
1. An absence of affirmative consent is the absence of knowing, voluntary, and mutual decision among all participants to engage in sexual activity.
  2. Consent cannot be obtained through physical force, compulsion, threats, intimidating behavior, or coercion.
    - a. Coercion is defined as verbal and/or physical contact, including intimidation and explicit or implied threats of physical, emotional, or other harm, that would reasonably place an individual in fear of immediate or future harm and that is used to compel someone to engage in sexual conduct against their will. When an individual makes it clear that they do not want to participate in a particular form of sexual activity, that they want to stop, or that they do not want to go beyond a certain type of sexual conduct, continued pressure can be coercive. Frequency, duration, intensity of verbal or physical conduct or threats, and degree of isolation to which the individual was subjected to are relevant factors when evaluating if an individual was coerced into sexual conduct.
  3. Consent cannot be obtained from, or given by, a person who is incapacitated.
    - a. Incapacitation occurs when an individual lacks the ability to knowingly choose to participate in sexual conduct. Incapacitation may be associated with a person lacking consciousness, being asleep, drunk or drugged beyond impairment, being involuntarily restrained, or having a disability that impedes consent. Whether sexual conduct with an incapacitated person constitutes a violation depends on the whether a Respondent knew or should have known of the Complainant's intoxication, based on objectively and reasonable apparent indications when viewed from the perspective of a sober, reasonable person in the Respondent's position.

- b. Consent to one form of sexual activity does not imply consent to other forms of sexual activity.
  - c. Consent to engage in sexual conduct with one person does not imply consent to engage in sexual conduct with another person.
  - d. Consent can be withdrawn at any time, including after it is initially given. When consent is withdrawn or can no longer be given, sexual activity must stop.
  - e. Previous relationships or previous consent for sexual activity is not consent to sexual activity at another time. However, established patterns of consent in a specific relationship may be considered when evaluating whether affirmative consent was given on a particular occasion.
  - f. Accepting a meal, a gift, or an invitation to socialize, including on dating apps, does not imply or constitute consent to sexual activity.
- B. Sex-based discrimination  
Any act of discrimination on the basis of sex that creates a hostile learning, living, or working environment or limits an individual the ability to participate in or benefit from any NYFA educational programs. Sex-based discrimination includes any act of intimidation or hostility against an individual because of gender identity or sexual orientation.
- C. Sexual Misconduct  
Sexual Misconduct is a broad term encompassing any unwelcome and/or unwanted behavior of a sexual nature that is committed without consent or has the purpose or effect of threatening, intimidating, or coercing a person. Sexual misconduct may vary in severity and may consist of a range of behaviors or attempted behaviors. It can occur between strangers or acquaintances, including people involved in an intimate or sexual relationship. Sexual misconduct can occur between members of the same or different sex or gender.
- 1. Intimate partner violence and abuse
    - a. Intimate partner violence and abuse, also referred to as domestic violence or dating violence, is violence committed against a person by a person who is their spouse or former spouse, cohabitant or former cohabitant, a person with whom they have a child, or a person with whom they have a previous or current dating, romantic, intimate or sexual relationship.
    - b. The existence of such a relationship shall be determined based on the Complainant's and Respondent's statements and/or other information collected with consideration of the following:
      - i. Length of relationship
      - ii. Type of relationship
      - iii. Frequency of interaction between persons involved in the relationship
    - c. Intimate partner violence and abuse may include, but is not limited to, the following types of behavior within the context of the relationship:
      - i. Battery that causes bodily injury
      - ii. Emotional abuse reflecting apprehension of bodily injury or property damage
      - iii. Sexual assault
      - iv. Sexual battery
      - v. Sexual exploitation
      - vi. Sexual harassment
      - vii. Forcible denial of use of or access to owned or shared assets, or limiting or controlling access to educational or work opportunities
      - viii. Coercion used to attempt to compel another to act as directed
      - ix. Isolation used to deprive another of personal freedom of movement or access to friends, family, or support systems
  - 2. Sexual assault  
Any non-consensual act of penetration, however slight, of person's vaginal or anal openings with any body part or object or non-consensual oral-genital penetration.

3. Sexual battery  
Any intentional sexual contact, however slight, with any body part or object, without consent. Sexual contact includes contact above or beneath clothing with the breasts, buttocks, genitals, or areas directly adjacent to genitals (for instance, the inner thigh); touching another with any of these body parts; making another touch someone or themselves with or on any of these body parts; or any other bodily contact in a sexual manner.
4. Sexual exploitation  
Taking non-consensual or abusive sexual advantage of another person for the benefit or advantage of anyone, other than the exploited party. Examples of sexual exploitation include, but are not limited to, the following:
  1. Causing or attempting to cause the incapacitation of another person to gain a sexual advantage
  2. Prostituting another person
  3. Non-consensual streaming, sharing, or recording of audio, video, or photography, or any type of distribution of such
  4. Engaging in sexual activity in the presence of a non-consenting third party
  5. Exposing genitals to a non-consenting third party or in a public area
  6. Watching others when they are naked or engaged in sexual activity without their consent
  7. Knowingly transmitting a sexually transmitted infection/disease to another individual without their consent
  8. Stealing of clothing
  9. Other behavior that goes beyond the boundaries of consent
5. Sexual Harassment
  - a. Unwelcome conduct of a sexual nature when:
    - i. It is implicitly or explicitly suggested that submission to or rejection of the conduct will be a factor in academic or employment decisions, evaluations, or permission to participate in a NYFA activity; or
    - ii. The conduct is sufficiently severe, and/or pervasive and objectively offensive that it unreasonably interferes with, denies or limits an individual's ability to receive access to education.
  - b. The terms in this prohibited conduct are defined as follows:
    - i. Conduct of a sexual nature: This includes conduct that is verbal, visual, or physical. Conduct of a sexual nature may either be explicitly sexual or may involve conduct that derives its sexual nature from the circumstance in which the conduct occurs or when combined with other conduct that occurs in a sexual context. Conduct does not need to express any sexual desire or be directed to a specific person and can include conduct that attempts to demean, control, or stereotype others on the basis of their sex.
    - ii. Unwelcome conduct: Conduct is considered "unwelcome" if, under the totality of the circumstances, it is 1) neither solicited nor incited, and 2) is regarded by the recipient as undesirable or offensive.
    - iii. Objectively Offensive: Conduct that would be offensive to reasonable persons under similar circumstances and with similar identities; considering the totality of the known circumstances.
6. Stalking
  - a. Repetitive and menacing behavior towards another, or pursuit, tracking, surveilling, or harassing another in such a way that would cause reasonable persons to fear for their safety or the safety of others, the safety of their property, or to otherwise suffer substantial emotional distress.
  - b. For the purposes of this definition, repetitive behavior is considered as two or more acts in which the stalker directly, indirectly, or through third parties tracks, surveils, pursues, threatens, or communicates to an individual.

D. Retaliation

Any adverse action taken against anyone for reporting, supporting, or assisting in the reporting and/or adjudication of any of the behaviors prohibited in this policy, or against anyone perceived to be involved in any of these actions. Retaliation may include intimidation, violation of a No Contact Order, harassment, efforts to impede an investigation, or filing a false or bad faith cross-complaint. Retaliation is prohibited by NYFA policy, state, and federal law. Retaliation is a violation of this policy whether or not the underlying complaint is found to be a violation of policy.

E. Bad faith complaint of sex-based discrimination or sexual misconduct

Knowingly reporting a false allegation of sex-based discrimination or sexual misconduct, making a false counter-complaint, or providing false information related to a complaint of sex-based discrimination or sexual misconduct.

X. **General Principles of Investigation and Adjudication**

A. Standard of proof

NYFA will use the preponderance of evidence standard. Preponderance of evidence means that a decision of responsibility for a policy violation will be made if it is more likely than not that a violation occurred. The totality of the information gathered during the investigation will be used to determine the preponderance of evidence.

B. Information collected during investigation

1. Information and material that is relevant to the alleged conduct will be collected and considered. The Title IX Coordinator will determine if information is relevant, credible, or reliable, and whether information should be considered or excluded from an investigation. Additionally, expert testimony may be obtained by the Title IX Coordinator to aid in the resolution of an investigation, or to help provide clarity about a scientific, technical, or professional matter. For example, the Title IX Coordinator may consult the Alcohol and Drug Counselor for more information on how certain drugs interact with alcohol.
2. Information that speaks to a Complainant's or Respondent's behavior or reputation that is not related to the conduct in question, otherwise known as character statements, will not be considered during an investigation.
3. A Complainant's, Respondent's, or Witness's sexual history will generally not be considered, unless it is directly relevant to an issue. Sexual history may be relevant in some cases to help assess context for how parties communicated consent to each other during past sexual interactions. Note, the existence of a dating relationship or past sexual relations between parties can never, by itself, be assumed to be an indicator of consent.

C. Conflicts of interest

1. NYFA is committed to fair, impartial, objective decisions in its investigative and adjudication processes. If any administrator involved in the investigation or adjudication of a complaint presents a conflict of interest, the Title IX Coordinator, Dean of Students, and/or Campus Dean will identify and appoint a different, trained administrator to carry out the policy. The Title IX Coordinator will notify the Complainant and Respondent of any administrative changes to the investigation and adjudication processes. If a conflict of interest submission is denied, the Title IX Coordinator will provide reasoning, in writing, to the Complainant or Respondent who expressed concern.
2. A Complainant or Respondent must identify in writing, to the Title IX Coordinator, any real or perceived conflict of interest within three (3) working days of receiving notification on who has been designated as the investigator and/or adjudicator. If the conflict of interest is the Title IX Coordinator, the Complainant or Respondent can identify any real or perceived interest, in writing, to the Dean of Students or Campus Dean. The Title IX Coordinator will notify the Complainant and Respondent of the decision to appoint a different administrator or the reason for not moving forward with a different administrator. If a conflict of interest submission is denied, the Title IX Coordinator will provide reasoning, in writing, to the Complainant or Respondent who expressed concern.

- D. Presumption of innocence  
 NYFA applies the presumption of innocence principle to all Respondents involved in an investigation. Meaning, a Respondent is considered not responsible until determined responsible through NYFA's investigation and adjudication process.
- E. Documentation of formal and informal processes  
 The Title IX Coordinator is responsible for documenting and maintaining the names of the Complainant and Respondent, summaries of the concerns/ allegations/ formal complaints, email correspondence, and the resolution measures taken.
- F. Rights afforded to participating parties  
 During the process outlined within this policy, Complainants and Respondents are afforded specific procedures that provide them the right(s):
1. To make a report to local law enforcement, state police, and institution, or to choose not to report free from pressure of the institution
  2. To have disclosure(s) of domestic violence, dating violence, stalking, and sexual assault treated seriously
  3. To be free from any suggestion that the reporting party, Complainant, is at fault when sex-based discrimination or sexual misconduct occurs, or should have acted in a different manner to avoid
  4. To describe the incident to as few faculty and staff members as possible, and not be required to unnecessarily repeat a description of an incident
  5. To be protected by the institution from retaliation for reporting sex-based discrimination or sexual misconduct, or participating in an investigation
  6. To participate in a process that is fair, impartial, and provides adequate notice and a meaningful opportunity to be heard
  7. To receive written notice of the alleged policy violation with an explanation of the charges
  8. To have the opportunity to review all materials concerning the charges
  9. To deny written or verbal statements provided by a Respondent, Complainant, Witness, or Investigator
  10. To provide Witnesses, witness statements, and evidence in support of the case
  11. To provide relevant questions to the Title IX Coordinator, that may be asked of other parties and/or Witnesses involved in the investigation
  12. To be informed of the appeals process
  13. To be accompanied by a support person of their choosing during any meeting related to the investigation or adjudication process.
  14. To submit a written statement outlining their perspective on the incident that initiated the investigation process
  15. To not respond to questions asked by an administrator(s) carrying out the investigation process
  16. To have the complaint be decided upon a preponderance of evidence standard
  17. To have a complaint investigated and the investigation be neutral and free of bias
  18. To exercise civil rights and practice of religion without interference by the investigative, criminal justice, or judicial or conduct process of the institution
- G. Role of a support person
1. A support person is an individual who may accompany a Complainant or Respondent during the investigative process. This includes interviews and meetings related to the appeals process. There may only be one support person in a meeting or other proceeding; however, that person does not need to be the same individual throughout the entire process. The Complainant and Respondent may have any individual of their choosing serve as their support person. A support person is prohibited from participating directly in any meeting or other proceeding, including contacting the Title IX Coordinator and speaking on behalf of the individual they are supporting. The Title IX Coordinator or Investigator have the authority to determine what constitutes appropriate behavior of a support person and may take reasonable steps to ensure

- compliance of this policy. If it has been determined that the support person's participation is interfering with the investigation or other proceeding, the support person may be removed.
2. NYFA is not mandated to communicate with support persons and will only communicate directly with the Complainant and Respondent. The investigation or other proceeding will not be unreasonably delayed to accommodate the schedule of a support person.
- H. Other procedural matters
1. Multiple Complainants and/or Respondents  
Incidents involving more than one Complainant or Respondent may be investigated separately or together as one investigation. The Title IX Coordinator is responsible for making such a determination.
  2. Pending criminal investigation and/or proceeding  
NYFA is obligated to investigate any allegation of sex-based discrimination or sexual misconduct in a timely, equitable manner, even if a criminal complaint has been filed with law enforcement. The fact-finding portion of the institutional investigation may be temporarily delayed, at the request of a law enforcement agency.
  3. Timing
    - a. NYFA will make a reasonable effort to complete an investigation within 60 working days, in a prompt, fair, and impartial manner. In cases where an extension is warranted or necessary, the Title IX Coordinator will provide notification, in writing, to the Complainant and Respondent the reason for the delay and anticipated date of completion.
    - b. The timeline for any appeals process is ten (10) working days. If it is determined that an extension is necessary, the Title IX Coordinator will notify the Complainant and Respondent in writing, and include the reason for delay and anticipated date of completion.
    - c. Working days are defined as Monday through Saturday, excluding all official holidays or NYFA closures.
  4. Disability accommodation
    - a. Students, faculty, and staff registered with Human Resources or NYFA's Student Accessibility Services, may be eligible for reasonable accommodations during the investigation and adjudication. Students with disabilities are not exempt from the policy; all members of the NYFA community are responsible for upholding the standards set forth in this policy.
    - b. More information about NYFA's Student Accessibility Services, including contact information and required documentation, can be found on the NYFA Student Hub under the Student Services tab.
  5. Transcript Notations
    - a. Students that are found responsible for a policy violation may receive a notation on their transcript indicating a sanction of either Disciplinary Probation, Suspension, or Expulsion. Notations for Disciplinary Probation are temporary, and only appear during the duration of Disciplinary Probation. Notations for Suspension may be permanent. Notations for Expulsion are permanent.
    - b. A transcript notation for Suspension, may be removed one year following the date Suspension concluded. A notation may only be removed if a request is made, in writing, to the Title IX Coordinator, one year after the terms of Suspension have been met. Transcript notations for Expulsion may not be removed.
    - c. Students who withdraw during an investigation may receive a notation on their transcript indicating the student withdrew with conduct charges pending.
  6. Procedure  
Formal rules of evidence, such as those applied in criminal or civil court, are not applicable for this policy.

## XI. Initial Assessment

### A. Receipt and outreach

1. Once an allegation has been reported, the Title IX Coordinator will contact the Complainant to explain their reporting options and resources on and off campus, supportive measures, and to extend an offer to meet in-person. This information is communicated through the individual's NYFA email address, or the email address NYFA considers the student's primary email address.
2. The Title IX Coordinator may also refer the report to the Dean of Students or the Campus Dean if it is determined that the behavior is not sexual in nature.
3. In addition, upon receipt of a report, NYFA may issue a timely warning to the campus community under the terms defined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act or (Clery Act).

### B. Intake

1. Any individual who reports an allegation by a NYFA community member may make an appointment with the Title IX Coordinator by phone, email, or in person. This first meeting is called an intake and serves to provide an opportunity for the Title IX Coordinator to gather more information about the incident and assess the need for supportive measures. Supportive measures may be taken prior to an investigation or in the absence of an investigation. The Complainant may ask questions about the policy and investigative process during intake. The Complainant may also bring a support person to intake. Translation services are offered, if requested and reasonably available.
2. During an intake, the Title IX Coordinator may determine if the allegation, even if substantiated, does or does not rise to the level of a policy violation, or may determine there is or is not sufficient information to investigate the matter. If the allegation does not rise to a policy violation, or if there is not sufficient information to investigate the matter, the Title IX Coordinator may dismiss the report and seek an alternative informal resolution. The Title IX Coordinator will inform the Complainant and provide rationale for the determination.

### C. Request by Complainant to not proceed

1. Complainants have the option to request their name not be shared with a Respondent, to request that no investigation be pursued, or to request that no student conduct action be taken. When such requests are made, the Title IX Coordinator will determine the appropriate manner of resolution that is consistent with the Complainant's request to the degree possible. However, the institution may need to take action to protect the health and safety of the Complainant and the campus community. The Title IX Coordinator may use the factors listed below, or other factors, to evaluate a Complainant's request:
  - a. The severity of the alleged conduct
  - b. Any potential threats to community safety or if circumstances suggest that there is an increased risk of future acts of sexual violence
  - c. The respective positions of the Complainant and Respondent
  - d. Whether there have been other complaints against the Respondent or record of prior acts of violence
2. If the Title IX Coordinator determines that the institution must proceed with an investigation despite the request of the Complainant, the Title IX Coordinator will notify the Complainant. The Complainant is not required to participate in the investigation, nor any subsequent actions taken by the institution.
3. NYFA's ability to fully investigate and respond may be limited if a Complainant chooses not to participate in an investigation or requests anonymity. Nonetheless, the Title IX Coordinator will seek appropriate action that addresses the reported behavior and prevents its recurrence.
4. In all cases, the final decision as to whether, how, and to what extent the institution will conduct an investigation and whether other measures will be taken, is at the sole discretion of the Title IX Coordinator.

**XII. Informal Resolution**

- A. Complainants and Respondents may request at any time that the conduct reported under this policy be addressed through informal resolution, even if the investigative process has been initiated. To proceed with the requested informal resolution, the Title IX Coordinator will first obtain mutual agreement from the Complainant and Respondent.
- B. Informal resolution is designed to address the reported behavior, prevent reoccurrence, and remedy the effects without completing a formal investigation. Informal resolutions may take various forms, as it is flexible in nature and tailored to the specific circumstances of an individual case. Informal resolutions may include individualized training or broad-based programming, advisory discussions with Respondent to address the reported conduct, adjustments made to reduce interactions between the parties, or any action determined by the Title IX Coordinator to end the reported behavior, prevent reoccurrence, and remedy the effects. Mediation may be used as a form of informal resolution in some cases, however, the Title IX Coordinator may not consider it appropriate for cases involving alleged sexual assault. A Complainant's anonymity may be possible to maintain in some forms of informal resolution.
- C. A Complainant and Respondent reserve the right to request a formal resolution at any time, even after an informal resolution has been reached.

**XIII. Investigation and Information Review**

**A. Investigation**

**1. Notification**

The Title IX Coordinator will gather sufficient information to prepare a written notice of investigation to present in person and/or via email to the Complainant and Respondent. The notice of investigation will include the following information: the identity of the Complainant and Respondent, the specific policy provisions that may have been violated, alleged conduct that may constitute a policy violation, the investigation process, the name of Investigator assigned to case (if not the Title IX Coordinator), any applicable support resources and/or referrals.

**2. Fact-finding**

- a. The Title IX Coordinator or Investigator will meet separately with the Complainant, Respondent and identified witnesses. To the extent possible, the Title IX Coordinator will interview the Complainant, Respondent, or Witnesses either in-person, or through a method like Skype, to observe the demeanor and to assist in the determination of the credibility of the Complainant, Respondent, or Witnesses. The Title IX Coordinator will ask the parties for all information related to the allegations, including names of witnesses and documentation related to the incident, which may include documented communications between the parties, receipts, photos, video, or other information relevant to the allegations.
- b. If a Complainant or Respondent is uncooperative and chooses not to participate in the fact-finding stage of the investigation, the Title IX Coordinator will continue with the investigation and adjudication process in their absence. Uncooperative Respondents are still subject to provisions under this policy.

**B. Information Review**

- 1. At the conclusion of fact-finding, the Title IX Coordinator will provide the Complainant and Respondent with individual and separate opportunities to review and respond to redacted versions of the information collected. The Information Review is an opportunity for the parties to access all information gathered to date, such as the Title IX Coordinator's typed interview notes and documentary evidence.
- 2. During the Information Review, the Complainant and Respondent each meet separately with the Title IX Coordinator. A support person may accompany the Complainant and Respondent to their respective meetings. The Complainant and Respondent can each bring a written statement to the Information Review, can share their responses to the information being



reviewed, and will be given a reasonable deadline by which to request that the Title IX Coordinator gather additional relevant information, if applicable in the form of:

- a. Requests for additional documentation from witnesses
  - b. New witnesses
  - c. Additional documentation under the control of NYFA
3. Requests to gather additional information may be denied, if deemed irrelevant by the Title IX Coordinator.
  4. The Title IX Coordinator may ask questions during the Information Review, including questions submitted by the other party. The Title IX Coordinator may modify or exclude questions that they find to be unfairly prejudicial, confusing, argumentative, misleading, unnecessarily repetitive, not probative, or speak only to a party's character or non-relevant sexual history.
  5. Any new information and/or provided materials by either party that is relevant, and substantive will be shared with the other party by the Title IX Coordinator. The Title IX Coordinator will schedule additional, Information Review meetings to allow each party to respond to the new information. Additional information, such as new witnesses or materials, will not be considered unless it is shown by the providing party that the witnesses or materials were unknown or unavailable to the party prior to the initial Information Review.
  6. The Title IX Coordinator may audio record Information Reviews or record through written notes. The recordings will be property of New York Film Academy. Complainants, Respondents, or support persons may take their own written notes; however, they may not record, share, or stream any photography, video, or audio of the Information Review. Additionally, Respondents and Complainants may request to review the official recordings of their or the other party's Information Review under the supervision of the Title IX Coordinator or designee.

#### XIV. Findings

##### A. Investigation Report

1. After Information Reviews have concluded, the Title IX Coordinator will prepare the Investigation Report. The Title IX Coordinator will prepare the report promptly and make it available to the parties when requested. The Title IX Coordinator will notify the parties if an extension of this timeline is necessary. The Investigation Report will include an analysis of all disputed information identified throughout the process, an analysis of policy, and conclusion of whether or not there is a preponderance of evidence that the Respondent violated NYFA policy. The Title IX Coordinator will send the Investigation Report, for review, to a reviewing Title IX Coordinator at one of NYFA's other campuses. For example, if an Investigation Report is prepared by NYFA LA, the NYFA LA Title IX Coordinator may send the Investigation Report to the Title IX Coordinator at NYFA NY for review. The reviewing Title IX Coordinator will make a determination regarding the Respondent's responsibility for violations of NYFA policy based solely upon information gathered throughout the process, with the exception of prior violations, which may be considered when determining responsibility for the alleged violations in the present case.
2. The possible outcomes for an alleged violation are:
  - a. Responsible
  - b. Not responsible
  - c. Inconclusive
3. The Title IX Coordinator will notify both the Complainant and Respondent, in writing, of the finding(s), any imposed sanctions, and the rationale for the decision(s) via a Final Outcome Letter. This information is communicated through the individual's NYFA email address, or the email address NYFA considers the student's primary email address. Upon receiving the Final Outcome Letter, the Complainant and Respondent may request, in writing, a redacted copy of the Investigation Report.

4. The Final Outcome Letter will inform both the Complainant and Respondent of their right to appeal, should either party disagree with the findings of responsibility and/or sanctions. The Final Outcome Letter will state the deadline by which they must request an appeal based on one or more relevant criteria, as outlined in this policy. Refer to the Appeals section, below, for appeals criteria and procedure.
  5. If neither party requests an appeal by the deadline, the findings/sanctions outlined in the Investigation Report will stand.
- B. Sanctioning
- One or more of the following sanctions or additional actions may be imposed for policy violations:
1. Warning
    - a. Notice to the student that a violation of NYFA policies or regulations has occurred and that continued or repeated violations of NYFA policies or regulations may be cause for further disciplinary action.
    - b. A warning carries no transcript notation.
  2. Disciplinary Probation
    - a. A status imposed for a specific period of time in which a student must demonstrate conduct that abides by NYFA's policies and expectations. Conditions restricting the student's privileges or eligibility for NYFA activities may be imposed. A temporary transcript notation may accompany the probationary period. Further misconduct during the probationary period or violation of any conditions of the probation may result in additional disciplinary action, including but not limited to, suspension or expulsion.
    - b. Disciplinary probation carries a temporary transcript notation that is only noted on the student's transcript during the duration of the disciplinary probation. When the disciplinary probation period concludes, the transcript notation is removed.
  3. Deferred Suspension
    - a. A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Title IX Coordinator and/or may be a period in which suspension from NYFA is deferred or delayed until a later date. Further violations of NYFA's policies, or failure to complete any assigned conditions may result in additional disciplinary action including, but not limited to, suspension or expulsion.
    - b. Deferred suspension carries a temporary transcript notation that is only noted on the student's transcript during the duration of the deferred suspension. When the deferred suspension period concludes, the transcript notation is removed.
  4. Suspension
    - a. Suspension is the termination of a student's status for a specified period of time, including the remainder of an academic term or for several academic terms. Suspension may take effect at such time as the Title IX Coordinator determines. A suspended student will be ineligible to enroll in any NYFA courses at any NYFA campuses during the period of suspension. During the period of suspension, the Title IX Coordinator may place a hold on the student's NYFA records which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA.
    - b. After the period of Suspension, the Student will be reinstated if:
      - i. The student has complied with all conditions imposed as part of the suspension.
      - ii. The student is academically eligible.
      - iii. The student meets all requirements for reinstatement including, but not limited to, removal of holds on records, and payment of restitution where payment is a requirement of reinstatement.
      - iv. The student meets the deadlines for filing all necessary applications, including those for readmission, registration, and enrollment.

- v. Students are required to apply for readmission following a suspension of more than one academic term and must meet all requirements for readmission. Suspension may be prohibited from entering specified areas, or all areas, of NYFA property. Further violations of NYFA’s policies or expectations, or failure to complete any assigned conditions may result in additional disciplinary action including but not limited to further suspension or expulsion.
  - c. Notations for Suspension may be permanent. A transcript notation for Suspension may be removed one year following the date Suspension has concluded. A notation may only be removed if a request is made, in writing, to the Title IX Coordinator, one year after the terms of Suspension have been met.
- 5. Deferred Expulsion
  - a. A status imposed for a specific period of time in which the student must successfully complete conditions outlined by the Title IX Coordinator and/or may be a period in which expulsion from NYFA is deferred or delayed until a later date. Further violations of NYFA’s policies, or failure to complete any assigned conditions will result in additional disciplinary action including, but not limited to, immediate expulsion.
  - b. Deferred expulsion carries a permanent transcript notation that indicates the duration of the deferred expulsion.
- 6. Expulsion
  - a. Expulsion is the permanent termination of a student’s status. An expelled student will be ineligible to enroll in any NYFA courses at any NYFA campuses indefinitely. Expelled students may be prohibited from entering specified areas, or all areas, of NYFA property, and/or may be excluded from NYFA activities.
  - b. The student record of an expelled student may include a Hold on the student’s NYFA records, which may prevent the student from registering, obtaining transcripts, verifications, or receiving a degree from NYFA.
  - c. Expulsion carries a permanent transcript notation.
- 7. Revocation of Awarding Degree or Certificate
  - a. If, after a degree or certificate has been awarded, a degree or certificate recipient is found responsible for a policy violation while the student was an enrolled student, the Title IX Coordinator may impose, as a sanction, a revocation of the degree or certificate, subject to the following procedures:
    - i. The Title IX Coordinator will submit a recommendation of revocation of the degree or certificate to the Campus Dean.
    - ii. A Notice of Intent to Revoke Degree or Certificate shall be sent to the student. This notice shall include the details of the violation and the basis for the revocation.
    - iii. The student may submit a written appeal of the revocation to the Campus Dean within ten (10) working days from the date of the Notice of Intent to Revoke Degree or Certificate. The imposition of the revocation of degree or certificate will be deferred until the conclusion of the appeal. The decision of the Campus Dean is final.
- 8. Educational Sanctions
  - a. Educational sanctions are intended to help students learn from their decisions and reflect on what they want to get out of their educational experience. Educational sanctions may include, but are not limited to:
    - i. Reflective or research papers, presentations, or assignments
    - ii. Community Service
    - iii. Restitution
    - iv. Participation in designated educational programs, services, or activities
    - v. Letter of apology

9. Additional Actions
  - a. Additional actions are intended to help repair any harm that resulted from a violation or protect the safety of the NYFA campus community. Additional actions may include, but are not limited to:
    - i. Exclusion from entering specified areas, or all areas, of NYFA property
    - ii. Loss of privileges and/or exclusion from NYFA activities

10. Limits on Sanctions
 

The loss of NYFA employment or removal from paid student positions will not be a form of sanction. However, when maintaining student status or good disciplinary standing is a condition of employment or the paid position, the loss of student status or good disciplinary standing will result in termination of the student's employment or removal from the paid student position.

C. Appeals

1. Appeals may challenge the decision regarding responsibility for prohibited conduct and/or the severity of sanctions assigned based on the prohibited conduct violation(s). To file an appeal, the Complainant and/or Respondent are required to submit a written letter of appeal, within ten (10) working days of receiving their Final Outcome Letter, outlining why they believe one or more of the criteria for appeal exists in their case. The appealing party will have an opportunity to request an in-person meeting to discuss their appeal with the Title IX Coordinator. The other party will be notified within one (1) working day if an appeal is submitted. The Complainant or Respondent will have an opportunity, if requested, to review the original written appeal and/or NYFA's record of the original appeal request meeting.
2. A Complainant or Respondent may submit a written response within five (5) working days of being notified that an appeal was submitted. Similarly, if both parties elect to appeal simultaneously, they will each have an opportunity, if requested, to review the other's appeal request and/or appeal meeting record.
3. The Title IX Coordinator and NYFA Executive staff will consider the information provided by the party(ies) and will decide whether or not the appeal request will be granted or denied based on the Appeals Criteria stated below:
  - a. Appeals on the decision of responsibility for prohibited conduct
 

Permissible grounds for an appeal regarding responsibility are:

    - i. Availability of relevant new evidence not available at the time of the investigation that could significantly impact the resolution
    - ii. Procedural errors during the investigation that significantly impacted the outcome.
  - b. Appeals of sanctions
 

The sanctions imposed on the Respondent may be appealed on the ground that the severity of the sanction imposed is unfair compared to the severity of the conduct for which the Respondent was found responsible.
4. Appeals fulfilling the criteria above are reviewed and concluded by the Campus Dean in accordance with the following appeals outcomes.
  - a. If it is determined that none of the appeals criteria have been met, the appeal will be denied, thereby upholding the investigation report findings and sanctions.
  - b. If it is determined that new information not previously available must be considered, the case will be remanded to the Title IX Coordinator, investigator(s) and/ or designee. Parties will be allowed to respond to the new information and new findings as the report is re-issued.
  - c. If it is determined that that sanctions were excessive to the violation and Respondent's conduct history, the Campus Dean or designee will recommend new sanctions to the Title IX Coordinator.
  - d. If it is determined that there was a procedural error that had significant impact on the outcome, the Campus Dean or designee, will remand the decision to the Title IX

Coordinator to remedy the error, or the Campus Dean or designee will take other corrective action to remedy the error.

5. The Campus Dean or designee will provide written notification of the final determination to the Complainant and Respondent.

# DIRECTORY

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## CAMPUS HOURS & ADDRESS

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**Front Desk** 9 am - 8 pm, Monday - Saturday  
**Administrative Offices** 9 am - 6 pm, Monday - Friday

**Library** 10am - 6pm, Monday- Thursday  
10 am - 6 pm, Friday  
10 am - 5 pm, Saturday

### **Main Campus & Mailing Address:**

420 Lincoln Rd., Ste. 200 Miami Beach, FL 33139 Telephone: 305-534-6009

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## ONLINE PUBLICATIONS

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Institutional Website: <http://www.nyfa.edu>  
Course Catalog: <http://catalogs.nyfa.edu/florida.html>  
Student Handbook: <http://hub.nyfa.edu/handbooks>  
Digital Room Boards: <http://hub.nyfa.edu/boards>  
Academic Calendar: <http://www.nyfa.edu/admissions/school-calendar>  
FAQ's: <http://www.nyfa.edu/about/faq.php>  
Student Hub: <https://hub.nyfa.edu>

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## STUDENT SERVICES

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Academic Support: <http://www.nyfa.edu/bfa/academic-support.php>  
Housing Information: <http://www.nyfa.edu/admissions/housing.php>  
BFA Resources: <http://www.nyfa.edu/bfa/resources.php>  
Financial Aid: [http://www.nyfa.edu/admissions/financial\\_aid.php](http://www.nyfa.edu/admissions/financial_aid.php)  
International Students: [http://www.nyfa.edu/admissions/international\\_student.php](http://www.nyfa.edu/admissions/international_student.php)  
Veteran Affairs: <http://www.nyfa.edu/veterans>  
Transfer Students: <http://www.nyfa.edu/admissions/transfer-students.php>  
Counseling: <https://hub.nyfa.edu/counseling/sb/treatment-agreement>  
Health Alerts: <https://hub.nyfa.edu/health-alert>

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## ADMINISTRATIVE RESOURCES

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*President*

Michael Young, MFA  
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*Senior Executive Vice President*

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*Dean of Campus, South Beach*

Maylen Dominguez, MFA  
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*Director of Operations*

Michael Caputo, BFA  
New York Campus  
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## ACADEMIC RESOURCES

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*Compliance Officer*

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*Registrar*

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*Program Coordinator*

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*Librarian*

Josh Moorman  
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## STUDENT RESOURCES

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*International Office*

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*Director of Financial Aid*

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*Financial Aid South Beach Coordinator  
and Bursar*

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*Veterans Affairs*

Johns Powers

Los Angeles Campus

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## PRODUCTION, POST-PRODUCTION & EQUIPMENT

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*Post Production Manager*

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*Director of Operations South Beach*

Jordi Valdes

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*Equipment Room Manager*

Kevin Ondarza

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## FACULTY

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Instructors at the New York Film Academy teach across various departments, and are listed below under the department they teach most classes in.

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### ACTING FOR FILM

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FACULTY MEMBER	COURSE(S) TAUGHT	DEGREES/DIPLOMAS HELD & AWARDING INSTITUTION
Barbara Sloan	ACTI131S, ACTI181S, ACTI530S	MFA in Dramaturgy & Dramatic Criticism from Yale University
Cesar Gracia	ACTI151S, ACTI351S	High School Diploma
Franco Pejoves	ACTI630S	BFA in Film Production from NYU, Tisch School of the Arts
Ika Santamaria	Short Term Acting Workshops	BFA in Film from The Art Institute
Gerald Owens	ACTI241S, ACTI261S, ACTI720S, ACTI510S	M.S in Mass Communication from FIU
Mark Mochabee, Chair	ACTI341S, ACTI231S, ACTI281S, ACTI820S, ACTI640S, ACTI800S	Master's in Psychology from NSU
Marlene Marcos	ACTI241S, ACTI151S, ACTI830S	BFA in Theater from FIU
Michelle Caravia	ACTI432S	MA in Music from New England Conservatory of Music
Neil Butterfield	ACTI111S, ACTI500S	B.A in Theater from State University of New York
Oleg Kheyfets	ACTI161S, ACTI600S, ACTI700S	M.S in International Business from NOVA Southeastern University
Patrice Arenas	ACTI121S, ACTI171S, ACTI520S, ACTI620S	M.S in Physics from Moscow Pedgogical University
Paul Tei	ACTI281S, ACTI710S, ACTI740S, ACTI610S, ACTI510S	BFA in Theatre from FSU
Thomas Bazar	ACTI231S, ACTI610S, ACTI500S	MFA in Theatre from UF

## FILMMAKING

FACULTY MEMBER	COURSE(S) TAUGHT	DEGREES/DIPLOMAS HELD & AWARDING INSTITUTION
Adam Coplan	FILM131S, FILM141S, FILM191S, FILM291S, FILM311S, FILM271S, FILM321S, FILM540S, FILM600S, FILM702S, FILM742S, FILM812S	MFA in Creative Writing from National University
Daniel Abrusci	FILM211S, FILM250	Certificate in Television Production Operations from Miami Lakes Educational Center
Dustin Nakao-Haider	FILM231S, FILM232S, FILM252S, FILM382S	Bachelor in Audio Production from SAE Institute
Eduardo Santa-Maria	FILM121S, FILM161S, FILM261S, ACTI141S, FILM120, FILM230, FILM190	Master in Audio Post Production from CICE
Herschel Faber, Chair	FILM101S, FILM371S, FILM231S, FILM131S, FILM752S, FILM742S, FILM100, FILM240, FILM210	B.A in Political Science from FIU
Kevin Berriz	FILM111S, FILM241S, FILM281S, FILM362S, FILM510S, FILM570S,	MFA in Acting & Directing from FAU
Kevin Ondarza	FILM111S, FILM241S, ACTI540S	B.S in Biology from FSU
Luisa Ibanez	FILM231S, FILM232S, FILM252S, FILM382S, FILM381S	MFA in Film from Columbia University
Michele Lastella	FILM171S, FILM152S, FILM140	Diploma in Acting from Accademia Nazionale d'Arte Drammatica
Miguel Parga	FILM361S, FILM101S, FILM151S, FILM152S, FILM730S, FILM670S, ACTI331S, FILM130, FILM220, FILM160	BFA in Theater from NYU
Peter Bayloff	FILM321S, FILM271S, FILM710S, FILM742S, ACTI730S, ACTI810S, ARHU510S, FILM150, FILM200	MFA in Theatre Directing from Vakhtangov Theatre Academy
Ronald Baez	FILM242S, FILM252S, FILM692S, ACTI141S, FILM260	MFA in Theatre Arts from University of Pittsburgh

## LIBERAL ARTS & SCIENCES

FACULTY MEMBER	COURSE(S) TAUGHT	DEGREES/DIPLOMAS HELD & AWARDING INSTITUTION
Adriana Alegra	NASC201S, NASC211S, NASC321S	PHD in Biological Sciences from National University of Cordoba
Alejandro Fuster	FOUN151S	BSc in Mathematic from Las Villas Central University
Ali Pour Issa	FOUN141S, HATM101S, FOUN121S, HATM201S, ARHU211S, HATM500S	MA in Dramatic Literature from University of Tehran
Iris Pitaluga	SOSC211S, ARTHU500S	Certificate in Theater from Teatro Libre
Lauren Shapiro	HATM211S	B.A in Creative Writing from FSU
Mark Woods	FOUN101S, FOUN131S, FOUN121S, ARHU211, FOUN141S, HATM101S, HATM500S, ARHU510S, HATM100	MFA in Film Production from California Institute of the Arts
Sandra Arntz	-SOSC201S, SOSC211S, SOSC331S, ARHU500S	B.A in English/Film Studies from UF